

CITY OF ATLANTA

Kasim Reed Mayor SUITE 1900 55 TRINITY AVENUE, SW ATLANTA, GA 30303 (404) 330-6204 Fax: (404) 658-7705 Internet Home Page: www.atlantaga.gov DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM
Chief Procurement Officer
asmith@atlantaga.gov

July 7, 2015

Dear Potential Bidders:

Re: FC-8319 Installation, Relocation, Removal, and Repair of Traffic Signals

Attached is one (1) copy of Addendum Number 2, which is hereby made a part of the above-referenced project.

For additional information, please contact Katherine Vernet, Esq., at (404) 330-6517 or by email at kvernet@atlantaga.gov.

Sincerely,

Adam L. Smith

ALS/kv

Re: FC-8319 Installation, Relocation, Removal, and Repair of Traffic Signals Addendum No. 2 July 7, 2015 Page 2

ADDENDUM NO. 2

This Addendum No. 2 forms a part of the Invitation to Bid and modifies the original solicitation package and any prior addenda as noted below and is issued to incorporate the following:

Questions and Answers:

A total of one hundred twenty-three (123) questions are attached hereto as Attachment No. 1.

Bid Form:

A revised bid form is attached hereto as Attachment No. 2. This document replaces Exhibit D, Bid Form of the solicitation document.

Scope of Work:

A revised scope of work has been attached hereto as Attachment No. 3. This document replaces Exhibit E, Scope of Work or Services, of the solicitation document.

Draft Agreement:

A revised draft agreement is attached hereto as Attachment No. 4. This document replaces Exhibit A, Draft Agreement, of the solicitation document.

The Bid due date <u>HAS NOT been modified</u> and Bids are due on <u>Wednesday</u>, <u>July 15</u>, <u>2015</u> and should be time stamped in no later than <u>2:00 P.M. EDT</u> and delivered to the address listed below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S. W.
City Hall South, Suite 1900
Atlanta, Georgia 30303

All other pertinent information is to remain unchanged

Re: FC-8319 Installation, Relocation, Removal, and Repair of Traffic Signals Addendum No. 2 July 7, 2015 Page 3

Acknowledgment of Addendum No. 2

Bidders must sign below and return this form with Bid response to the Department of Procurement.

Bidders must sign below and return this form with Bid to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgment of receipt of this Addendum.

This is to acknowledge rec Traffic Signals on this	nstallation, Relocation, Removal, and Repair of, 20
	Legal Company Name of Bidder
	Signature of Authorized Representative
	Printed Name
	Title

Date

Attachment No. 1

Questions and Answers

1. Is the intent of City of Atlanta to award this project to multiple contractors?

Answer: -No.

2. In looking at the Work order form and exhibit 1 to the work order form, how will the work orders be priced and awarded? It appears that you have the labor categories, rates and materials but there is not an option for amount of labor hours required or quoted per the work order.

Answer: Each work order will vary depending upon the number of hours.

3. Bid Form – In the labor cost I do not see an hourly rate for traffic signal technician, is it the purpose of this contract to utilize only electricians to do both lighting and traffic signal work? Please clarify?

Answer: -Yes, this contract will utilize only electricians. Any electrician used should be able to perform both street lighting and traffic-related work.

4. Bid Form – "Install Radar vehicle detection" – What type of detection does this identify? Is this for intersection video detection or Mid-block detection?

Answer: -This will be intersection radar and/or video detection that is on the GDOT QPL; and, not Mid-block detection.

5. Bid Form – "Loop cable in 1" PVC conduit" – does the cost of this pay item also include the installation of the conduit or is it solely for the installation of the loop cable?

Answer: -This pay item is all inclusive.

6. Bid Form – "Loop cable in 2" PVC conduit" – does the cost of this pay item also include the installation of the conduit or is it solely for the installation of the loop cable

Answer: - This pay item is all inclusive.

7. Bid Form – "Loop cable in 2" Rigid conduit" – does the cost of this pay item also include the installation of the conduit or is it solely for the installation of the loop cable?

Answer: - This pay item is all inclusive.

8. Bid Form – "Adder for hand trenching" – If trenching is in areas of sidewalk, how does the sidewalk removal and replacing get paid?

Answer: -This task will be paid on an hourly basis based on equipment used.

9. Bid Form – "Concrete Work Unit Price per Square Yard" – Does this pay item also include the demolition of existing sidewalk?

Answer: -No this pay item does not include demolition. The pay item contemplates hourly rates based on the equipment used.

10. Bid Form – "Loop cable in bored installation of 2" rigid or HDPE conduit (include conduit)" – Does this include the cost of boring? Typically GDOT pays for the boring separate from the conduit.

Answer: -Boring is a separate pay item. Use pay item 1F on the bid form.

11. Bid Form – "Loop cable in bored installation of 3" rigid or HDPE conduit (include conduit)" – Does this include the cost of boring? Typically GDOT pays for the boring separate from the conduit.

Answer: -Boring is a separate pay item. Use pay item 1F on the bid form.

12. Bid Form – "Install timber pole" – what size timber pole and what class shall be used for this bid item?

Answer: -The installation cost is consistent no matter what type of pole is used. Pole type should be considered under material costs.

13. Bid Form – "Install basic anchor base pole foundation" – What are the dimensions for this anchor base pole foundation? Is this used for lighting or traffic signal?

Answer: -This will be determined by the Project Engineer. This is specified in City of Atlanta and GDOT standards and details.

14. Bid Form – "Install pole shaft on anchor base foundation" – not exactly sure what this pay item includes? What is considered a pole shaft? What is the size and dimensions for bid purposes?

Answer: -The Pole shaft is considered the pole itself. The pole dimensions and specifications are spelled out in the City of Atlanta and the GDOT standards and details.

15. Bid Form – "Remove anchor base pole shaft" – what is pole shaft? Is this a light pole or a traffic signal pole?

Answer: -One unit cost will cover both traffic signal poles and light poles.

16. Bid Form – "Install strain pole mast arm" The cost of mast arm poles vary greatly with the length of the mast arm and if the pole is decorative or galvanized. Can the city provide a size mast arm and type of pole for bidding purposes or provide more bid items for each length and type of pole.

- Answer: -The size of the mast arm will range from 15 feet to 65 feet based on site conditions and the pole will be galvanized. For bid purposes only, bidders should consider a 40' galvanized swivel mast arm
- 17. Bid Form "Install steel foundation for pedestal pole" Not sure what a steel foundation is, foundations for pedestal poles are normally concrete. Can more clarification be provided?

Answer: -This refers to the breakaway base.

18. Bid Form – "Remove steel foundation for pedestal pole" – again, not sure what is meant by steel foundation, please provide more clarification?

Answer: -This refers to the breakaway base.

19. Bid Form – "Remove reinforced concrete foundation for strain pole" The removal of the foundation, can the contractor remove the foundation to a depth of 24"?

Answer: -This is a subjective question requiring the contractor to look at the conditions of a particular work order and use his / her best technical judgement.

20. Bid Form – "Remove anchor base foundation (typ. 24" depth)" Is this foundation for a light pole or a traffic signal mast arm?

Answer: -Removal costs should represent cost to remove either a foundation for a light pole or the foundation for a traffic signal mast arm.

21. Bid Form – "The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work." – Since we have different hourly rates for equipment adding equipment to the pay items will be double dipping for equipment. Will the equipment be paid using the combined pay items or will the equipment be paid by the hourly rates section of equipment?

Answer: -Either hourly rates or labor and equipment rates will be bid. Hourly rates and equipment rates should only be used when there is not a bid item that represents work performed.

22. Bid Form – "Traffic signal sections cleaned "only" (existing LED signal heads)" – What is the definition of cleaned as it relates to traffic signal heads?

Answer: -Typical or general maintenance standards for cleaning should be used.

23. Bid Form – "Installation of LED Traffic Signal Module" – When you say module do you mean insert?

Answer: -Yes.

24. Bid Form – "Pedestrian signals sections cleaned "only" (existing LEDs)" – Please clarify the definition of cleaning?

Answer:-Typical or general maintenance standards for cleaning should be used.

- 25. Bid Form "Traffic Signal Control Cabinet Maintenance" please describe the expectations in Traffic Signal cabinet maintenance? What work should be included in this pay item?
- Answer: -Your bid should include the cost of: testing of all detectors, replacement of filters, removal of any excess dust or debris, replacement of inoperable equipment, removal of graffiti, removal of stickers, removal of rodent(s) / nesting, etc.
- 26. Bid Form "Installation of ADA pushbutton stations" The installation of push buttons, will the installation be where there are existing push buttons or in new locations? If new locations does the cost of the cable needed to be paid under this pay item?

Answer: -No, this is a separate labor rate and material costs item.

27. There seems to be major materials for traffic signals missing on the bid forms for evaluation of bids and help with establishing work orders. Are there plans to add traffic signal cabinets, traffic signal heads (3 stack, 4 stack and 5 stack), 7 conductor cable, Pedestal poles, Type 3 pull boxes, Etc.?

Answer: -Several of these items will be added as an addendum to the solicitation, all other items will be paid on a materials plus labor basis.

28. Bid Form "Install 6 or 12 fiber single mode aerial drop cable" Would it be possible to have two different pay items for each type of fiber? If not then a 12 fiber will need to be priced for all areas as we do not have specific counts?

Answer: - Please see the Revised Bid Form. Specifically, please see Line Items # 49 and # 50.

29. Bid Form "Install 6 or 12 fiber single mode underground drop cable" Would it be possible to have two different pay items for each type of fiber? If not then a 12 fiber will need to be priced for all areas as we do not have specific counts?

Answer: -Please see the Revised Bid Form. Specifically, please see Line Items # 51 and # 52.

30. Bid Form "Install 24 or 48 or 72 fiber single mode aerial trunk cable" Would it be possible to have three different pay items for each type of fiber? If not then a 72 fiber will need to be priced for all areas as we do not have specific counts?

Answer: - Please see the Revised Bid Form. Specifically, please see Line Items # 53 and # 54.

31. Bid Form "Install 24 or 48 or 72 fiber single mode underground trunk cable" - Would it be possible to have three different pay items for each type of fiber? If not then a 72 fiber will need to be priced for all areas as we do not have specific counts?

Answer: - Please see the Revised Bid Form. Specifically, please see Line Items # 55 and # 56.

32. Bid Form "Install 96 or 144 or 288 fiber single mode aerial trunk cable" Would it be possible to have three different pay items for each type of fiber? If not then a 288 fiber will need to be priced for all areas as we do not have specific counts?

Answer: - Please see the Revised Bid Form. Specifically, please see Line Items # 59 and # 60.

33. Bid Form "Install 96 or 144 or 288 fiber single mode underground trunk cable" Would it be possible to have three different pay items for each type of fiber? If not then a 288 fiber will need to be priced for all areas as we do not have specific counts?

Answer: Please see the Revised Bid Form. Specifically, please see Line Items # 61 and # 62.

34. Bid Form "Install 6 fiber single mode FDC" If this is for a FDC then this pay item should be each and not per foot. Can you clarify the pay item description?

Answer: - Please see the Revised Bid Form. Specifically, please see Line Item # 57.

35. Bid Form "Install 12 fiber single mode FDC" If this is for a FDC then this pay item should be each and not per foot. Can you clarify the pay item description?

Answer: - Please see the Revised Bid Form. Specifically, please see Line Item #58.

36. Are the hourly rates on the bid form for normal working hours during the daytime? How are overtime or emergency hourly rates paid if required?

Answer: -There will not be overtime or emergency rates paid under this contract.

37. Will each work order include plans and a detailed scope of work as stated in the "Exhibit E" scope of work or services section?

Answer: -No, general maintenance work may not include a scope or a set of plans. However, some work orders will have only a scope of work or plans, while other work orders will have a scope of work and plans.

38. How will the contractors be reimbursed for any applicable permit fees that might be required once the scope of work is defined in the work orders? For example will a sidewalk permit be needed for every project?

- Answer: -Permits will be necessary on all projects. The permits shall have a time limit based on the estimated timeframe to start and complete the task. The fees for the permits will be waived since these projects are City projects. This only applies to work that is being conducted on city streets. Contractors performing work on state routes will need to obtain permits from GDOT that requires a travel lane(s) to be impeded.
- 39. Liquidated Damages Is based on total amount of contract, to make sure we have our risks covered what is the estimated size of the contract so that the contractor will know the liquidated damages that can be assessed on this project? Or will the liquidated damages be based on the size of the work order?

Answer: -Liquidated damages will be based on the size of the work order.

40. Will all work orders be bid based on engineered plans to be provided by the COA?

Answer: -No.

41. Section 2.12.2.1 – What materials is anticipated to be provided by the City of Atlanta? How will the materials be paid, the unit prices provided states that all materials shall be included in the cost of the bid item?

Answer: -The City of Atlanta does not anticipate providing any materials under this contract.

42. Section 2.13 – Final drawings states that it has to be done using CAD, will the department accept marked up PDF drawings? If drawings need to be in CAD, how will that be reimbursed to the contractor?

Answer: -Drawings must be CAD using Microstation. The costs associated with using CAD should be assumed by contractor.

- 43. Section 3.3.1 states that all materials shall be furnished by contractor, this conflicts with 2.12.2.1 which says materials furnished by COA. Please clarify?
- Answer: -Any Conflict in the Solicitation document should fall in deference to the City of Atlanta does not anticipate providing any materials under this contract. The city of Atlanta reserves the right to furnish any materials that it deems necessary. These materials can be furnished at the discretion of the City Engineer
- 44. Section 3.3.2.2 states contractor to install, relocate or remove signal heads, there is not a pay item for this work. How will the contractor be reimbursed for this work?

Answer: -Please refer to item 44 under Material Costs.

45. Section 3.3.2.4 Install, relocate or remove conduit, conduit risers, couplings, pull boxes, ground rods, and other associated hardware. How will the contractor be reimbursed for this work?

Answer: -Material and equipment costs.

- 46. Section 3.3.2.6 Install, splice, terminate, relocate or remove single-conductor, multiconductor, paired. How will the contractor be reimbursed for this work?
- Answer: -All items not outlined in the bid form will be reimbursed using hourly rates for material, equipment, and labor costs where applicable.
- 47. Section 3.3.2.7 Install, relocate or remove various traffic signal control equipment items. How will the contractor be reimbursed for this work?
- Answer: -All items not outlined in the bid form will be reimbursed using hourly rates for material, equipment, and labor costs where applicable.
- 48. Section 3.3.2.8 Install, relocate or remove reversible lane signal control equipment items. How will the contractor be reimbursed for this work?
- Answer: -All items not outlined in the bid form will be reimbursed using hourly rates for material, equipment, and labor costs where applicable.
- 49. Section 3.3.2.9 Install, relocate or remove various street lighting equipment items. How will the contractor be reimbursed for this work?
- Answer: -All items not outlined in the bid form will be reimbursed using hourly rates for material, equipment, and labor costs where applicable.
- 50. Section 3.3.2.10 Perform sidewalk and/or street repair work as necessary, incidental to the above. How will the contractor be reimbursed for this work?
- Answer: -All items not outlined in the bid form will be reimbursed using hourly rates for material, equipment, and labor costs where applicable.
- 51. Section 3.3.2.11 Perform other work as necessary, incidental to the above. How will the contractor be reimbursed for this work?
- Answer: -All items not outlined in the bid form will be reimbursed using hourly rates for material, equipment, and labor costs where applicable.
- 52. 3.3.3.1 The number of anticipated Traffic Signals has been defined in the Notice to Proponents. Was not able to find the notice to proponents in the invitation to bid, can this information be provided?

Answer: -Estimate 100 signals.

53. Section 3.3.3.10 Mobilization costs will be permitted on a one time only basis at the initiation of the Contract. – Can the estimated size of the contract be provided so that a adequate mobilization number can be calculated?

Answer: -Your bid should encompass this cost.

54. Section 4.0 list material to be provided by contractor that is not on the Bid Form, how will the contractor be paid for the materials and installation? For example, Controller, Cabinets, Cabinet foundations, Conduit, Fitting, etc. as listed in Section 4.0.

Answer: -All items not outlined in the bid form will be reimbursed using hourly rates for material, equipment, and labor costs where applicable.

55. Do not see a pay item for a hydro-vac machine, because of existing utilities and building basements within the City of Atlanta, traditional excavation for pole foundations are not feasible. Please add an our pay item for a Hydro-vac machine?

Answer: - Please see the Revised Bid Form. Specifically, please see Line Item 2q.

56. Section 4.6.2 All signals shall be properly aligned and must be free of any undue sag or imbalance. Normal sag shall be 3% to 5% - This does not conform to GDOT standards, GDOT standards say that the sag should be a minimum of 5% for strain poles. Which standard should be used?

Answer: -Please utilize the GDOT specifications, standards and details.

57. Section 6.2 Quotes for Materials: The Contractor shall quote a percentage rate for materials he is to furnish for reimbursement on a "Cost Plus" basis. Did not see a place on the bid form to provide this information, please provide clarification?

Answer: -Refer to the first item on the bid form which states: 1) Material costs not to exceed 18% mark-up.

58. Section 6.3 Quote for Emergency Response: The contractor shall quote a rate to respond to all emergency requests. Emergency request are considered to be any maintenance/repair where the Contractor is asked by the Engineer to respond in 18 hours or less. This is a onetime cost associated with each emergency response. Any emergency responses that are the result of the Contractor's work will be done at no cost to the City. – Did not see a place on the bid form to provide this information, will the City of Atlanta provide a place to provide this information of the bid form?

Answer: - Please see the Revised Bid Form. Specifically, please see Line Item 11.

59. Will a typical work order consist of no more than (10) traffic signal locations as stated in the "Exhibit E" scope of work or services section? If not then what size will the typical work orders be?

Answer: -Yes, a typical work order will consist of at least 10 traffic signal locations.

60. Will each work order include plans and a detailed scope of work as stated in the "Exhibit E" scope of work or services section?

Answer: -Please see the answer to question number 37.

61. In Exhibit E sections 4 "Materials and Installation Techniques-Traffic Signal" and 5 "Installation of Poles and Pedestals for Traffic Signals" There are many major traffic signal components that are mentioned that there is not a vehicle for the contractor to be compensated on the provided bid form, how are we to price all of the items?

Answer: -All items not outlined in the bid form will be reimbursed using hourly rates for material, equipment, and labor costs where applicable.

62. Will the COA be providing a general list of projects anticipated to be performed under this contract?

Answer: -No.

63. In the draft of the "Annual Construction Services Agreement" section #2.1.1 Emergency Work, There is not a line item on the bid form that would cover any rates for labor, equipment and mobilization of an emergency situation. How are we supposed to price for this emergency work?

Answer: -Please see the answer to question number 59.

64. How will the contractors be reimbursed for any applicable permit fees that might be required once the scope of work is defined?

Answer: -Please see the answer to question number 39.

65. Agreement states that the anticipated number of traffic signals has been defined in the Notice to Proponents; this does not appear to be part of this agreement. Can you provide the Notice to Proponents with the quantity of traffic signals?

Answer: -Please see the answer to question number 53.

66. Liquidated Damages – Is based on total amount of contract, to make sure we have our risks covered what is the estimated size of the contract so that the contractor will know the possible liquidated damages that can be assessed on this project? In the draft agreement 9.3.3

- it says the amounts set forth in articles 9.3.1 and 9.3.2 shall be referred to herein as "Liquidated Damages". We don't see these article numbers in the document, please clarify?
- Answer: -Liquidated damages are spelled out in the Schedule of Deductions for Each Day of Overrun in the Contract Time Chart (now labeled as 9.3.1 in the Revised Draft Agreement). Please note that the total amount of the contract will be determined by the bidder's calculation of the total value of this contact.
- 67. Is the Schedule of Deductions for each day or overrun in contract time in addition to the liquidated damages? If it is then the original contract amount will need to be provided by the COA so the contractor can take in account the appropriate amount of risk.

Answer: -No, liquidated damages are spelled out in section 9.3.1.

- 68. In Exhibit E 2.13 Final Drawings- Will the drawings provided by the City with each work order be CAD drawings and will they be provided electronically and/or hard copies? The CAD operator labor classification was removed so how will we be paid for this item?
- Answer: -The type of Drawing used will be determined by the City of Atlanta on a case-by-case basis. The City will provide CAD drawings that will be transmitted either electronically or in hard copy to the contractor. Please refer to answer 43.
- 69. In several places Engineers are mentioned in regards to approving items, are these COA Engineers or with a program manager?

Answer: -City of Atlanta.

70. In Exhibit E 6.3 "Quote for Emergency Response" There is not a line on the bid form for this quote. Will a line be added for the quote?

Answer: - Please see the Revised Bid Form. Specifically, please see Line Items 11.

71. Mobilization costs will be permitted on a one time only basis per this agreement. How will the COA evaluate and pay for mobilization among different contractors? Also is it one mobilization per work order, reason being the work orders could be on different sides of the City and completely different scope requiring different labor and equipment to perform the work?

Answer: -This contract will not be awarded to multiple contractors. Mobilization Cost will be paid on a one time only basis. Your bid should contemplate this.

72. Item # 5 What type of Radar detector?

Answer: -Any type of Radar detector used must adhere to all GDOT standards and specifications and be listed on GDOT's QPL list.

73. Item # 8 Please provide a IMSA spec # for this cable?

Answer: -Please refer to the GDOT standards and specifications.

74. Items # 9, 10 and 11 We need more information on the existing conditions where this conduit is to be installed. Is it in grass areas or under sidewalks / streets etc.?

Answer: -Conduit will be installed in grass.

75. Items # 13 and 14 Please specify what these are adders too?

Answer: -The bidder should focus on the costs of hand trenching and the cost of open cut installation.

76. Item # 20 What size timber pole?

Answer: - Please see the answer to question number 13. For bid purposes only, bidders should consider using a class III timber pole.

77. Item # 23 Please specify is this a traffic signal pole or street light pole foundation?

Answer: - Item #23 is referring to a traffic signal pole.

78. Items # 25 and 27 Please specify is this a traffic signal pole or street light pole?

Answer: - Items #25 and 27 are referring to traffic signal poles.

79. Item #28 The price difference is significant between concrete poles and steel poles, please clarify or make this two line items?

Answer: -Please provide the price for steel poles.

80. Item # 29 We will need to know what type and length of mast arms?

Answer: -The size of the mast arm will range from 15 feet to 65 feet based on site conditions and the pole will be galvanized.

81. Item #30 Please specify if this is different from Item #23?

Answer: -This is the same as item #23 and has been removed from the Revised Bid Form.

82. Items #31 and 33 What is a steel foundation for a pedestrian pole?

Answer: - This may be referring to the steel base around the bottom of the pedestal pole. All metal poles are installed on concrete foundations and fastened with anchor bolts, washers and nuts. The concrete should be poured over a re-bar mesh (caisson).

83. Items # 36 and 38 Please specify what cleaning entails?

Answer: - Please see the answer to question number 25.

84. Items # 37 Does this mean (1) either red, yellow or green 12" LED insert into an existing housing?

Answer: -Yes.

85. Item # 40 Please specify what is included in the cabinet maintenance?

Answer: - Please see the answer to question number 26.

86. Items# 41 Is this a new pushbutton or replacing an old pushbutton? One will require wiring changes.

Answer: - Please see the answer to question number 27.

87. Items # 45 and 46 An FDC is a cabinet, it would not be measured in feet? Please clarify.

Answer: - Please see the Revised Bid Form. Specifically, please see Line Items # 48, # 57 and # 58.

88. Items # 47 thru 52 How are we to price multiple size cables on one line?

Answer: - Please see the Revised Bid Form. Specifically, please see Line Items # 49 through Line Item #56.

- 89. Permitting: How is the cost associated with sidewalk closure, lane closure, and approved contractor permits to paid? How often must they be renewed? Are the permits to be submitted per work order, corridor, group, or individual intersections?
- Answer: The cost of the permits can be waived as mentioned in Answer #38. This does not apply to any contractor that acquires a ticket/fine for not having a permit on-site or carrying an expired permit. However, the contractors shall have on site an unexpired permit at all times. The permit will be issued based on the contractor's estimated time to work on a section of corridor. If the work is not completed by the estimated timeframe, then the contractor must renew the permit.
- 90. Mobilizations: During the previous pre-bid meeting there was a timeframe stated that would allow for an additional mobilization payment. If there is a lapse between the end of one work order and the start of another, will an additional mobilization be awarded? Multiple contractors could possibly mobilize to different types, locations, and size of work orders. How is a one-time mobilization going to compensate all contractors involved?

- Answer: -This Contract is scaled for one contractor, therefore a one-time mobilization fee will be paid.
- 91. The bid item for concrete flat work is calling for pricing per Square Yard. This unit would require the City of Atlanta to provide a depth for the concrete (4 in. sidewalk, 8 in. sidewalk, 6 in. median, 8 in. median). Otherwise, this item would need to be quote per Cubic Yard.
- Answer: The City of Atlanta typically specifies 4" concrete sidewalk; therefore, the bid unit cost would be in square yards for 4" sidewalk.
- 92. Do the concrete contractors need to include detectable warning mat installation for ADA compliance in their unit price?

Answer: -No.

93. Will the pay item for Police Traffic Control pay per officer if multiple are required by the Police Department?

Answer: -Yes.

94. The Material Cost items (pay items that include all material, labor, and equipment) as shown in the proposal does not include an item for Traffic Control. How is traffic control by a Worksite Traffic Control Supervisor (WTCS) to be compensated? A pay item is needed as it would be impossible to factor the inclusion of traffic control into the individual pay items.

Answer: -The position of Worksite Traffic Control Supervisor is not contemplated by this solicitation.

95. Bid Item No. 6- Install IVDS. Please specify what type IVDS system is to be installed. Will IP addressable cameras be required? What type of installation hardware will be required (i.e. Mast arm, side of pole, lurn arm)?

Answer: -Please see the GDOT standards and specifications as well as the GDOT QPL list.

96. Shall the conduit installation pay items include mechanized trenching? This would allow for the adder (Item No. 13) to compensate the contractor for the added difficulty and lost production.

Answer: -Cost estimates for underground cable installation should be all inclusive.

97. It appears that pay items for different type of wire need to be added. (3 pair (18awg), 7-Conductor (14awg), 10-Conductor (14awg) among others.

Answer: -Please include material costs for 3 pair (18 awg and 7 & 10- Conductor (14 awg) in your Total Material Subtotal. Ricky please review this answer. 3 pair cable is used

- for loop lead-in and/or pedestrian signal assembly. 7 & 10 conductor cable is used for traffic signal head installation.
- 98. What condition should be considered for pull box installation (i.e. concrete, grass, loose dirt, sand)? There is a large difference in labor depending on location and condition.

Answer: -Please assume sidewalk installation when calculating your bid for this item.

99. Item No. 21 -Is there a particular length guy requirement? What installation condition should be assumed? Will concrete have to be removed to install anchor?

Answer: -Please see the GDOT standards, specifications and details.

100. Item No. 23- For what type of pole is this basic foundation to be installed? Will anchor bolts be required? What is the basic depth to be considered?

Answer: -A standard steel strain pole will be installed. Anchor bolts will be required. Please see the GDOT standards, specifications and detail for basic depth.

101. A standard or beginning depth needs to be provided for all pole foundations.

Answer: -Please see GDOT standards, specifications and detail for strain pole and mast arm foundations.

102. All poles need to have a length associated with their price. What type of loading is to be considered?

Answer: -Please see the GDOT standards, specifications and details.

- 103. Item No. 39- Please verify the installation if for the LED pedestrian insert only. Price does not include the actual pedestrian signal head with mounting hardware.
- Answer: Item 39 is for traffic signal heads. Item 41 refers to LED countdown pedestrian signal. The mounting hardware is a separate pay item. Hardware for pedestal, one-way mounting; two-way mounting; and, bracket erection on steel, wood or concrete poles, one-way mounting.
- 104. How does the City mandated 18% markup affect the material pay items that include labor, equipment, and material?

Answer: -The material pay items are not affected.

105. There are many items not covered by unit prices such as wire types, signal heads, hardware just to name of few. How is a complete work order to be priced if a pay item for these items does not exist? Labor and Equipment pay items per hour and/or each are established. All material pay items established are associated with pay items that include labor, equipment and materials.

Answer: -All items not outlined in the bid form will be reimbursed using hourly rates for material, equipment, and labor costs where applicable.

106. How is the contractor to establish a committed goal for our contractors when the work to be completed is unknown? We will not know what contract amounts will be realized in which to commit to a dollar amount.

Answer: -This solicitation is for a Signal Maintenance Contract. The contractor that secures this contract will be an "on call" contractor.

107. Instruction to bidders on page 5 section 13 states that we are to provide a bid guarantee in the amount of (5%) of the total bid amount. Do we use the total calculated on the bottom of the bid form?

Answer: The bid guarantee for this project should be in the amount of Twenty-Five Thousand Dollars (\$25,000).

108. Instruction to bidders on page 5 section 23 states contractor is responsible for all Federal and State Government wage requirements. Can you specify what requirements will be required on this project? Is the intent to use Davis Bacon Wage Rates?

Answer: Davis Bacon rates are not applicable. Contractors will be required to comply with all the other prevailing wage requirements. It is the responsibility of the contractor to be intimately aware of Local County, City and State wage rates.

109. Is the intent of City of Atlanta to award this project to multiple contractors?

Answer: This contract will not be awarded to multiple contractors.

110. Instruction to bidders on page 12 section 31 specifies that we are to provide payment and performance bonds if awarded the contract. How will the contractor get reimbursed for the payment and performance bonds for this project?

Answer: There is no reimbursement for Bonds.

111. What would be the contract value of the payment and performance bond?

Answer: The contractor would provide to the City a Payment and Performance Bond of One Million Dollars (\$1,000,000) at the time of award. Once the contract has gone over the \$1,000,000 amount, the contractor will need to provide Bond Riders for any additional amount.

112. Pre-bid Inspection – It states that the bidder shall examine all work prior to bid to become informed as to the nature of the proposed construction. I think this should be removed from

the instruction to bidders or provide areas of construction and allow the contractor time to visit all proposed construction sites.

Answer: This is standard language in the instructions to bidders. Please disregard since there are no inspection needed for this project.

113. If multiple bidders are chosen then how will the work be divided among the contractors?

Answer: This contract will not be awarded to multiple bidders.

114. Will each chosen bidder be asked to price every work order request? If so then for example if a bidders work load or schedule at the time the work order request is made is full, does the bidder have the option to not provide an estimate for that particular work order?

Answer: This contract will be awarded to only one bidder.

115. The term of the contract is three years with possibility of renew for two additional years. Will the hourly rates and equipment cost be able to be adjusted yearly or will the unit pricing provided need to cover cost for the entire length of contract?

Answer: The hourly rates and equipment costs will not be adjusted yearly. The Unit pricing needs to cover the cost for the entire length of the contract.

116. Multiple Awards – States that the COA could also award based on components of award, does this mean for example that if you had a signal replacement that one contractor could be contracted to install poles and another contractor contracted to install signal heads? I would suggest that this be amended so that complete work orders would be awarded to a single contractor and not components.

Answer: This contract will be awarded to one contractor.

117. To cover the cost of the Surety bond in our pay items since we do not have a pay items exclusive for payment and performance bond. What is the dollar amount that the contractor will need to cover in the pricing for the P&P bonds? This needs to be an estimated dollar figure so that all contractors are covering the same amount of bond cost.

Answer: The contractor would provide to the City a Payment and Performance Bond of One Million Dollars (\$1,000,000) at the time of award. Once the contract has gone over the \$1,000,000 amount, the contractor will need to provide Bond Riders for any additional amount.

118. It is stated that the term of this project is (3) years with a possibility for (2) one year extensions. At the end of the original (3) year term does the bidder have the option to terminate the contract?

Answer: No, the City of Atlanta has the sole discretion in deciding not to renew the contract.

119. It is stated that the term of this project is (3) years with a possibility for (2) one year term extensions. Are the unit prices set during this bid process for the entire possible (5) year term or will they be adjusted at the end of each term?

Answer: The hourly rates and equipment costs will not be adjusted yearly. The Unit pricing needs to cover the cost for the entire length of the contract.

120. In #23 of the instruction to bidders "Wage Rates of COA Funded Construction Projects" could you please clarify or reference a list of these rates that are to be used?

Answer: Davis Bacon rates are not applicable. Contractors will be required to comply with all the other prevailing wage requirements. It is the responsibility of the contractor to be intimately aware of Local County, City and State wage rates.

121. Is it the intent of the City of Atlanta (COA) to award this contract to multiple bidders?

Answer: This contract will be awarded to one contractor.

122. If multiple bidders are chosen then how will the work orders be divided among the multiple contractors?

Answer: This contract will be awarded to one contractor.

123. In exhibit 1 to the work orders you have a category for other reimbursable expenses, is that where the payment and performance bond of each work order will be able to be reimbursed to the contractor?

Answer: There is no reimbursement for Bonds.

Attachment No. 2

Bid Form

CITY OF ATLANTA DEPARTMENT OF PUBLIC WORKS OFFICE OF TRANSPORTATION

BID FORM

ALL ITEMS LISTED BELOW SHALL INCLUDE PERFORMING ALL LABOR AND UTILIZING EQUIPMENT NECESSARY TO COMPLETE INSTALLATION, RELOCATION, REMOVAL, AND/OR REVISION OF TRAFFIC SIGNALS, REVERSIBLE LANE SIGNALS AND/OR STREET LIGHTS AND ASSOCIATED HARDWARE IN ACCORDANCE WITH CITY OF ATLANTA/GDOT SPECIFICATION, DRAWINGS AND STANDARDS:

(<u>www.GDOT.gov</u> and Click on the *Standards* option under the *Georgia Department of Transportation: Official Site* option)

- 1. Material Cost not to exceed + 18% Markup (Minus all taxes and fees)
- 2. Concrete Work Unit Price per Square Yard \$_____

Item #	Approximate Quantity	Unit	Description	Hourly Rate Written	Hourly Rate Figures
1.			LABOR COSTS		
1a.	1	Hour	Senior Electrician/Supt.		
1b.	1	Hour	Electrician		
1c.	1	Hour	Electrician Assistant		
1d.	1	Hour	Senior Project Manager		
le.	1	Hour	Fiber Optic Cable Splicer		
1f.	1	Hour	Directional Boring Crew		
1g.	1	Hour	Quality Control Manager		
1h.	1	Hour	Laborer		
1i.	1	Hour	Certified Flagger		
1j.	1	Hour	Police Traffic Control		

Item #	Approximate Quantity	Unit	LABOR COSTS (Cont.)	Hourly Rate Written	Hourly Rate
1k.	1	Hour	Project Manager		
11.	1	Hour	Emergency Response Costs		
			TOTAL		

2.	,		EQUIPMENT COSTS	
2a.	1	Hour	Lift Truck/Aerial Truck	
2b.	1	Hour	Dump Truck	
2c.	1	Hour	Digger-Derrick Truck	
2d.	1	Hour	Pickup Truck	
2e.	1	Hour	Loop Saw	
2f.	1	Hour	Air Compressor	
2g.	1	Hour	Cutting Torch	
2h.	1	Hour	Pole Trailer	
2i.	1	Hour	Cable Reel Trailer	
2j.	1	Hour	Jack Hammer	
2k.	1	Hour	Generator	
21.	1	Hour	Cable Puller	
2m.	1	Hour	Sump Pump	
2n.	1	Hour	Light Tower	
20.	1	Hour	Pipe Jacket	
2p.	1	Hour	Back Hoe	
2q.	1	Hour	Hydro-vac machine	

Item #	Approximate Quantity	Unit	EQUIPMENT COSTS (Cont.) Description	Hourly Rate Written	Hourly Rate Figures
2r.	1	Hour	Stake Body Truck		·
2s.	1	Hour	Service Van		
2t.	1	Hour	Equipment Trailer		
2u.	1	Hour	Aerial Cable Installation& Lashing Equipment		
2v.	1	Hour	Cable Reel Truck		
2w.	1	Hour	Loop Cutting/Water Truck		
2x.	1	Hour	Skid Steer(Bobcat)		
2y.	1	Hour	Fiber Optic Cable Splicing Trailer	•	
2z.	1	Each	Fiber Optic Splicing (Per Fiber Splice)		
2aa.	1	Hour	Directional Boring Machine		
2bb.	1	Hour	Arrow Board		
2cc.	1	Hour	Fiberglass Rodder		
2dd.	1	Hour	Fiber Optic Tester(OTDR)		
2ee.	1	Hour	Additional Equipment		
2ff.	1	Hour	Additional Equipment		
			TOTAL		

DETECTOR LOOP AND BURIED CABLE INSTALLATION

ITEM	APPROX.	MATERIAL COST	UNIT	TOTAL
NO.	QUANTITY	,	COST	COST
3	50 Ea.	Install 6' x 40' Quadrupole Loop		
4	25 Ea.	Install 6' x 6' Setback Loop		
5	15 Ea	Install Radar vehicle detection		
6	20 Ea	Install IVDS		
7	500 ft.	Loop Installation per line ft. saw cut		
8	250 ft.	Loop cable direct burial		
9	200 ft.	Loop cable in 1" PVC conduit		
10	500 ft.	Loop cable in 2" PVC conduit		
11	150 ft.	Loop cable in 2" Rigid conduit		
12	500 ft.	Loop cable pole attached lashed to span wire (include conduit and weather head)		
13	100 ft.	Adder for hand trenching		
14	100 ft.	Adder for open cut installation and encasement in street		
15	150 ft.	Loop cable in bored installation of 2" rigid or HDPE conduit (include conduit)		
16	250 ft.	Loop cable in bored installation of 3" rigid or HDPE conduit (include conduit)		
17	20 Ea	Installation of type II pull box		
18	20 Ea	Adder per additional loop cable installed in conduit		
19	20 Ea	Adder per additional 2-wire loop lead-in installed in saw cut		
20	20 Ea	Installation of type 3 pull box		
		*SECTIO	ON TOTAL	\$

^{*}The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work

POLE INSTALLATION

ITEM #	APPROX. QUANTITY	MATERIAL COST (Cont.)	UNIT COST	TOTAL COST
21	30 Ea	Install timber pole		
22	50 Ea	Install and provide guy wire / anchor		
23	30 Ea	Remove timber pole		
24	10 Ea	Adder per foot additional foundation depth		
25	10 Ea	Install pole shaft on anchor base foundation		
26	5 Ea	Install reinforced concrete backfill embedded pole		
27	10 Ea	Remove anchor base pole shaft		
28	10 Ea	Install concrete/steel strain pole		
29	30 Ea	Install strain pole mast arm		
30	30 Ea	Install strain pole foundation		
31	50 Ea	Install steel foundation for pedestal pole		
, 32	5 Ea	Remove reinforced concrete backfill embedded pole (typ. 24" depth)		
33	5 Ea	Remove steel foundation for pedestal pole		
34	5 Ea	Remove reinforced concrete foundation for strain pole		·
35	5 Ea	Remove anchor base foundation (typ. 24" depth)		
36	200	3 stack 12" LED signal heads		
37	40 Ea	336 pole mounted traffic signal cabinet fully loaded		

^{*}The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.

TRAFFIC SIGNAL MAINTENANCE

ITEM #	APPROX. QUANTITY	MATERIAL COST (Cont.)	UNIT COST	TOTAL COST
38	250 Ea	Traffic signal sections cleaned "only" (existing LED signal heads)		
39	75 Ea	Installation of LED Traffic Signal Module		
40	100 Ea	Pedestrian signals sections cleaned "only" (existing LEDs)		
41	200 Ea	Installation of LED Countdown Pedestrian Signal module		
42	50 Ea	Traffic Signal Control Cabinet Maintenance		
43	200 Ea	Installation of ADA pushbutton stations		
44	250 Ea	Remove Incandescent Signal heads – 8" & 12"		
45	200 Ea	Remove Incandescent Pedestrian Signal heads		
46	200 Ea.	Remove non-ADA push buttons & signs		
47	50	2070 Traffic Signal Controller		

ITEM#	APX. QUANTITY	MATERIAL COST (Cont.)	UNIT COSTS	TOTAL COST
48	40 Ea.	Install 12 fiber single mode FDC		
49	265 ft	Install 6 fiber single mode aerial drop cable		, , , , , , , , , , , , , , , , , , , ,
50	265 ft	Install 12 fiber single mode aerial drop cable		
51	65 ft	Install 6 fiber single mode underground drop cable		
52	65 ft	Install 12 fiber single mode underground drop cable		
53	1,500 ft	Install 48 fiber single mode aerial trunk cable		
54	1,500 ft	Install 72 fiber single mode aerial trunk cable		
55	4250 ft	Install 48 fiber single mode underground trunk cable		
56	4250 ft	Install 72 fiber single mode underground trunk cable		
57	40 Ea.	Install 6 fiber single mode FDC		
58	40 Ea.	Install 12 fiber single mode FDC		
59	10,000 ft	Install 96 fiber single mode aerial trunk cable		
60	15,000 ft	Install 144 fiber single mode aerial trunk cable		
6 1	1, 000 ft	Install 96 fiber single mode underground trunk cable		
62	3,000 ft	Install 144 fiber single mode underground trunk cable		
63	50	Install Type 6 pull box		
64	1500	Install fiber connectors		
65	2500	Install fusion splice		
66	365 ft	Install 6 fiber single mode aerial drop cable		
67	365 ft	Install 12 fiber single mode aerial drop cable		

68	20	Install 6 fiber single mode FDC		
69	3.0	337 - 8 phase traffic signal cabinet loaded (We are phasing out this cabinet – too small and problematic)		
70	10,000 ft	7 conductor cable		
71	3,000 ft	4 conductor cable		
72	40 Ea.	332 fully loaded base mount cabinet with auxiliary output		
73	40 Ea.	336 fully loaded base mount cabinet		
74				
				\$
			*SECTION TOTAL	

^{*}The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.

The City will award this contract based on the following methodology:

Total Equipment Subtotal	1 \$	x 20% =
Total Material Subtotal	\$	x 60% =
Total Labor Subtotal	\$	x 20% =
Total In Words \$		

The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.

^{*}This total includes section totals for detector loop and cable, pole installation, traffic signal maintenance and all other equipment.

Attachment No. 3

Scope of Work

EXHIBIT E SCOPE OF WORK OR SERVICES

CITY OF ATLANTA

DEPARTMENT OF PUBLIC WORKS/ OFFICE OF TRANSPORTATION

FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals

The City of Atlanta has passed the RENEW Atlanta Infrastructure bond. The Department of Public Works will be addressing its aging traffic signal infrastructure. The bond is the first step in making these improvements. Improvements include traffic signals, school beacons, and traffic signal communications

1.0 DEFINITIONS

- 1.1 City: City of Atlanta (COA)
- 1.2 Owner: City of Atlanta, Georgia, or its authorized or legal representatives
- 1.3 State: State of Georgia
- 1.4 Subcontractor: A person, firm or corporation supplying labor and/or materials for work on this project for, and under separate contract or agreement with, the Contractor
- 1.5 GDOT: Georgia Department of Transportation
- 1.6 AWG: American Wire Gauge
- 1.7 THHN: Thermoplastic High Heat resistant Nylon coated

2.0 GENERAL RESPONSIBILITIES AND REQUIREMENTS

- 2.1 Notices, Signals and Precautions: The Contractor shall supply, erect and maintain all street warning signs, beacons and other safety devices in a manner to ensure the safe and expeditious movement of vehicular and pedestrian traffic while the work is in progress, and take any other precautions which in the judgment of the Engineer may be necessary to protect life and property. Warning devices and methods of traffic control must conform to standards adopted by the City of Atlanta and set forth in the Institute of Transportation's "Manual on Uniform Traffic Control Devices".
- 2.2 Working Hours Disruption of Traffic: Any weekday daytime work, which disrupts vehicular traffic, shall be limited to between 9:00 a.m. and 4:00 p.m., Monday through Friday. However, at certain locations these hours may be further restricted or modified to avoid specific peak traffic movements.
- 2.3 Damage to Persons, Property, Etc.: The Contractor shall be responsible for all damage that may occur to persons, animals, vehicles, utilities, or property from lack of proper

- signing, lighting, watching, boarding, enclosing, or bracing, or any accidents due to defective scaffolding, shoring or any negligence on the part of the Contractor or his employees.
- 2.4 Contractors Responsibility: The Contractor is responsible for all equipment and operating conditions at all locations where work is being performed. The Contractor is responsible for damage and pilferage of equipment at the work location while construction is ongoing. The Owner does not assume responsibility until Owner has inspected and accepted the work. If the Contractor is on the job and discovers a defect, which he cannot correct within the Scope of his/her Work; he/she must notify the Owner.
- 2.5 Trouble Calls: The Owner will respond as necessary to after hour trouble calls before the work at the work location has been accepted.
- 2.6 Familiarization with Work Orders: The Contractor in submitting his Work Order cost estimate represents that he has visited each Work Order location for the purposes of verifying existing conditions that may affect his work. Deficiencies discovered during this field check shall be presented in writing before work is initiated. Cost estimates shall include adequate provisions for existing conditions. Furthermore, the Contractor shall have reviewed the project plans and specifications for each Work Order, and be satisfied with their accuracy. Should any discrepancies appear in the plans and specifications, or the plans and specifications are not fully understood by the Contractor, the Contractor shall notify the Engineer in writing of such discrepancy for clarification. Work performed by the Contractor after such discovery and without a written response from the Engineer, will be done at the Contractor's risk and expense.
- 2.7 Notice of Deficiencies: The Contractor shall notify the Engineer in writing of deficiencies in existing conditions and abnormalities, and/or defects in City supplied material discovered during work in progress, which cannot be corrected within the Scope of Work of the Work Order, before continuing with that particular Work Order. Until the Engineer resolves the deficiency, the Contractor shall perform work on other Work Orders at the Engineer's direction.
- 2.8 Familiarization with Standards, Requirements and Field Conditions: It shall be the responsibility of the Contractor to familiarize himself with all applicable standards and requirements of the Owner and with physical conditions affecting traffic signals, reversible lane signals, and for street light installation or upgrading in the project area.
- 2.9 Disposal of Scrap and Salvage
- 2.9.1 All material removed shall be the property of the City. The Contractor shall dispose of all debris and scrap material determined by the City to be of no value.
- 2.9.2 The Contractor shall deliver all salvageable material to the City of Atlanta, Office of Transportation, Street Lights and Traffic Signals Shop at 124 Claire Drive, S.W., Atlanta, Georgia 30315.
- 2.10 Work Clean Up: The successful proponent shall clean up the area after the completion of each installation. In addition, the area shall be cleaned up daily as much as possible, and left in a safe condition.
- 2.11 Deviations from Specifications: The Contractor shall not deviate from these specifications without the written consent of the Engineer.

- 2.12 Reporting Requirements and Acceptance:
 - 2.12.1 Weekly Reports: The Contractor shall submit to the Engineer, no later than noon of the Monday following each workweek, a report of all work completed.
 - 2.12.2 Issuance and Accounting for Material Furnished by the City of Atlanta:
 - 2.12.2.1 The Contractor shall provide, with 48 hour notice to the Engineer, a list of materials to be picked up. The Contractor shall pick up all materials furnished by the City at the Traffic Signal and Street Lighting Shop, located at 124 Claire Drive, S.W., Atlanta, Georgia 30315. All material shall be signed for by a designated representative of the Contractor.
 - 2.12.2.2 As a portion of the final inspection process, all materials issued to the Contractor shall be accounted for. Any surplus items shall be returned to the Traffic Signals Shop, located at 124 Claire Drive, S.W., Atlanta, Georgia 30315.
 - 2.12.3 Acceptance of the Completed Job:
 - 2.12.3.1 Prior to connection to a power source, the Contractor shall notify the Project Manager/Representative that a completed job is ready for inspection.
 - 2.12.3.2 After inspection of the job by the Engineer (and other agencies which may require inspection) and the correction of all known deficiencies, the Contractor and the Engineer will energize the traffic signal(s). After the energizing of the traffic signal(s), the Contractor shall check the device for proper operation and make corrections of any deficiencies or malfunctions found. Additionally, the Contractor and the Engineer will conduct a final inspection.
 - 2.13 Final Drawings: The Contractor shall submit to the Engineer, not later than 30 days after completion of all work, one set of revised drawings showing the "as built" condition of the finished job with red marks over the original drawings submitted with Work Order. The submittal shall utilize CAD (Computers Aided Design) drawings and be sealed.

3.0 SCOPE OF WORK AND REQUIRED CONTRACTOR QUALIFICATIONS

- 3.1 General Statement: The following specification describes typical general conditions and work procedures related to the installation, relocation, renovation or revision of traffic signals and/or related equipment within the City of Atlanta. It is the intent of the Department of Public Works / Office of Transportation to contract with an approved electrical contractor experienced in traffic signals who will undertake such work on an "as needed" basis. Reimbursement for installation or removal of traffic signal equipment will be on a quoted hourly rate basis. Bids are all inclusive and shall include unit prices. (see Exhibit D, Bid Form)
- 3.2 Contractor Qualifications and Experience:
- 3.2.1 General: This contract involves complex urban traffic signal Installation and requires five (5 years) of experience performing signal installation in a mid-major municipality. Contractor will submit a list of all of its' signal related projects for the past 5 years. Projects should have a cumulative value (over the past 5 years) of at least TWO MILLION

DOLLARS.

- 3.2.2 License: Contractor shall possess a valid Master Electrician license issued by the State of Georgia and must show evidence of qualifications to do the associated sidewalk and street repair/replacement.
- 3.2.3 Qualified Experience: Contractor shall demonstrate his ability to Install complex Traffic Signal Systems (which utilize 2070 microprocessor type controllers, fiber optics, wireless communication and video detection systems) of a scope and magnitude comparable to that envisioned for this contract. Experience on these types of traffic signals in the past five (5) years will be a principal criterion.
- 3.3 Typical Work Assignments:
 - 3.3.1 Materials utilized in the construction process (see section 4.0, Materials And Installation Techniques Traffic) shall, be furnished by the Contractor. All materials supplied should be from the City/GDOT Qualified Product List unless approved by Engineer. Contractor furnished materials will be reimbursed on an add alternate basis.

The Contractor may be required to perform any of the following types of work as shown in the Typical Field Installation Standards as spelled out on the GDOT website which can be accessed by going to www.GDOT.gov and Clicking on the Standards option under the Georgia Department of Transportation: Official Site option.

- 3.3.2 and as may be supplemented by project plans, work orders, wiring plans, manufacturer's specifications and/or other instructions by the Engineer as follows:
 - 3.3.2.1 Install, relocate or remove poles pedestals and/or mast arm assemblies (aluminum, steel or wood, direct burial or anchor base).
 - 3.3.2.2 Install, relocate or remove signal heads (vehicular, pedestrian or lane signal).
 - 3.3.2.3 Install or remove vehicle detectors (loop or other as specified) and associated equipment.
 - 3.3.2.4 Install, relocate or remove conduit, conduit risers, couplings, pull boxes, ground rods, and other associated hardware. (see Exhibit D, Bid Form).
 - 3.3.2.5 Install, relocate or remove span wires and/or guy wires, and associated hardware.
 - 3.3.2.6 Install, splice, terminate, relocate or remove single-conductor, multi-conductor, paired or fiber optic cable.
 - 3.3.2.7 Install, relocate or remove various traffic signal control equipment items.
 - 3.3.2.8 Install, relocate or remove reversible lane signal control equipment items.
 - 3.3.2.9 Install, relocate or remove various street lighting equipment items.
 - 3.3.2.10 Perform sidewalk and/or street repair work as necessary, incidental to the above.
 - 3.3.2.11 Perform other work as necessary, incidental to the above.
- 3.3.3 Routine work will be assigned in the following manner:

- 3.3.3.1 The number of anticipated Traffic Signals has been defined in the Notice to Proponents.
- 3.3.3.2 The Engineer will prepare a list of locations in the form of a Work Order to the Contractor. The Work Order will consist of Final Design Plans for no more than ten (10) Traffic Signal Locations.
- 3.3.3.3 If proposed, the contractor will have ten (10) working days to provide the Engineer with an estimate and work schedule for the work on the Work Order by estimating the work effort involved for each traffic signal location specified in the work order, by applying his previously quoted hourly rates. This estimate is to include:
 - 3.3.3.1 Labor: Hourly rates and hours per category of employee for the work described for each location in the Work Order. Hourly rates quoted shall include measurement and payment specifications. (see Exhibit D, Bid Form).
 - 3.3.3.2. Hourly rates and hours per category of equipment for the work defined for each location in the Work Order. (see Exhibit D, Bid Form).
 - 3.3.3.3 Material prices including mark-up percentage for Proposed Contractor supplied materials for each location in the Work Order. (see Exhibit D, Bid Form).
 - 3.3.3.4 Sidewalk replacement prices per square yard and the number of square yards of sidewalk to be replaced at each location (see Exhibit D, Bid Form).
 - 3.3.3.5 Any assumptions utilized in preparation of the estimate for each traffic signal location identified in the Work Order. (see Exhibit D, Bid Form).
 - 3.3.3.6 Notification and demonstration of any deficiencies, or other problems associated with the Work Order that affect this work and that could ultimately impair the satisfactory operation and optimum performance of the work as specified in the Work Order. (see Exhibit D, Bid Form).
 - 3.3.3.3.7 The Engineer will have ten (10) working days to review, and approve or reject the Contractor's estimate and work schedule.

- 3.3.3.4 The Engineer may at any time during this review period return the estimate and work schedule to the Contractor for further refinement. Upon return of an estimate for refinement, the Contractor will have five (5) working days to amend the estimate for re-submittal. During the five (5) day period contractor will work at risk at the agreed upon unit prices.
- 3.3.3.5 Engineer will have ten (10) working days to review, and approve or reject a resubmittal.
- 3.3.3.6 A meeting will be scheduled between the Engineer and the Contractor on or before the tenth (10th) day of the Engineer's review, subject to the Engineer's approval of the estimate and work schedule. If the Engineer has approved the estimate, the Contractor will receive from the Engineer at this meeting, written approval of the Work Order estimate, work schedule and Authorization to Proceed.
- 3.3.3.7 The Engineer has the right to delay start of the work order from the scheduled meeting approval date for up to five working days.
- 3.3.3.8 Work may not begin on an approved Work Order until the previous work order has been completed to the satisfaction of the Engineer, or otherwise approved in advance by the Engineer.
- 3.3.3.9 The Contractor is obligated to the schedule proposed for each Work Order. Penalties for non-performance by the Contractor may be assessed.
- 3.3.3.10 Mobilization costs will be permitted on a **one time only** basis at the initiation of the Contract. This mobilization cost must be included in Contractor's bid and is a separate bid item. Additional mobilization or demobilization costs incurred by the Contractor will not be supported by the Engineer unless an interruption of work in progress is instigated by the Engineer or the time frame between the completion of one Work Order and the submittal by the Engineer to the Contractor of the subsequent scheduled Work Order for estimation exceeds ten (10) working days. The COA reserves the ultimate right to disallow any and all mobilization or demobilization cost beyond the one time only mobilization cost included in Contractor's bid.

4.0 MATERIALS AND INSTALLATION TECHNIQUES - TRAFFIC SIGNALS

4.1 General Statement: The following minimum criteria shall be met for all materials and installation to be employed by the Contractor and utilized in the performance of work associated with this contract.

As stated in Section 3.3.1, materials utilized in the construction process shall be furnished by the Contractor on an add alternate basis.

All material will be selected from the GDOT" qualified product list" unless otherwise approved by the Engineer.

Typical materials to be supplied by the Contractor include but are not limited to:

- Controllers, Cabinets and Cabinet Foundations Poles and Pedestals
- Mast Arms
- Signal Heads Vehicular, Pedestrian and Lane Signal including Mounting Hardware
- Conduit, Fittings, Messenger Wire
- Single and Multimode-Fiber Optic Cable
- Interconnect Cable

The Contractor will not be reimbursed for expendable materials/consumable items (i.e. loop saw blades, jackhammer tips, signs, traffic control materials, etc.). Tools such as drills, threaders, benders and come-alongs are considered incidental to the job.

- 4.2 Traffic Signal Wiring
- 4.2.1 Field Wiring
- 4.2.1.1 All THHN² (Thermoplastic High Heat resistant Nylon coated) Wire, except for electrical service (cut in), shall be minimum #14 AWG¹ (American Wire Gauge), solid, minimum 3/64" insulation, minimum voltage rating of 600 volts. Multi-conductor cable shall conform to IMSA Specification #20-1. A twelve (12) conductor cable shall be run from the controller cabinet to each comer of a signalized intersection. Runs to five (5) section signal heads shall be via 7-conductor cable. Runs to three (3) section signal heads shall

be via 4-conductor cable. All wire shall be color coded in accordance with Office of Transportation standards.

- 4.2.1.2 Only splices, junctions or taps that conform to the City's wiring standards will be allowed in signal feeder cable without the approval of the Engineer. The Contractor shall also gain the approval of the Engineer for all splicing materials and splicing methods he proposes to utilize.
- 4.2.2 Service Wiring: Electrical service (cut-in) feed wire shall be minimum #8 AWG THHN wire, stranded, minimum 3/64" insulation, and minimum voltage rating of 600 volts and shall be color coded in accordance with National Electrical Code standards.
- 4.2.3 Inductive Loop Wiring: The loop wire shall be continuous, unspliced #14 AWG and shall be spliced (utilizing silicon filled wire-nuts) to the lead-in cable. Detector lead-in shall be 2-Conductor, shielded, #14 AWG cable with conductors twisted two turns per foot, conforming to IMSA Specification #50-2.
- 4.2.4 Interconnect Cable: Unless otherwise defined in the work order documents, interconnect cable shall consist of either multi-pair cable conforming to REA Specification PE-38 or PE-39 or Fiber Optic Communications Cable. All connections or splices in interconnect cable must be made in traffic signal controller cabinets, other weather-proof cabinets or other splice enclosures, approved by the Office of Transportation.
- 4.3 Conduit and Related Hardware: Conduit shall be installed in accordance with Traffic and Transportation standards and the National Electrical Code in a neat, workman like manner. Conduit shall be installed in sidewalk and roadway areas except where permitted otherwise by the Engineer.
- 4.3.1 (Acceptable Conduit) pipes:

All conduit risers up poles shall be comprised of hot-dipped Galvanized steel conduit, couplings and fittings. All conduit runs not installed under roadways may be hot-dipped galvanized steel or PVC Schedule 40 conduit, couplings and fittings. All conduit runs under roadways may be hot-dipped galvanized steel, or PVC Schedule 80 concrete encased or HOPE (High Density Polyethylene Pipe). If PVC conduit is elected to be used, the procedures and adhesive used shall comply with the manufacturer's specifications. The mixing of hot-dipped galvanized steel and PVC conduit; couplings and fittings are not allowed within any individual point-to-point conduit run unless approved by the Engineer.

4.3.2 Conduit Size

The size and number of conduit runs shall accommodate the specific application, in conformance with the National Electric Code standards, and may be augmented by direction of the Engineer. The following minimums shall apply:

- 4.3.2.1 Detector runs: Risers -- Minimum (1) 1 ". Detector runs: Underground -- Minimum (1) 2"
- 4.3.2.2 Interconnect cable: Minimum (1)-2".
- 4.3.2.3 Bracket Signal head feed: Minimum (1)-1".
- 4.3.2.4 Controller Cabinet to pull box (3)-2" and (2)-1".
- 4.3.2.5 Pull box to Steel or Wood Pole at Controller Cabinet (3)-2" and (2)-1"

- 4.3.2.6 Pull Box to Steel or Wood Pole at Controller Cabinet (3)-2" and (2)-1"
- 4.3.2.7 Pull box to Pedestal Pole (1) 2"
- 4.3.2.8 Mast Arm Installations Street Crossings Pull box to Pull box (2)-2"
- 4.3.3 Conduit Hardware
 All bolts, nuts and hardware of similar nature shall be hot-dipped galvanized steel.
- 4.3.4 Installation: Conduit ends shall be properly threaded and reamed (for rigid), or free of burrs and sharp edges (for PVC). Conduit installed for future connections shall be capped to prevent water and foreign matter from entering the conduit system.
- 4.3.5 Bends: All bends shall be of long sweep, free from kinks and of such each curvature as to permit the drawing in of cables without injury to insulation. The conduits should be brushed before cables are pulled.
- 4.3.6 Tests: At the option of the Engineer, the following tests or similar tests may be required by the Engineer: after installation of conduit is completed, all conduits installed under this contract shall be tested with an 80% mandrel. It is suggested that a mandrel kit, such as the Ensley Model E-800 kit be used. All conduits which will not allow passage of the mandrel shall be repaired to the satisfaction of the Engineer; if repairs cannot be effected, the conduit shall be removed and replaced at no additional cost to the Owner.
- 4.3.7 **Depth:** Conduits shall be laid to a depth of not less than 18", except under roadway and driveway conduits shall be laid to a depth of not less than 24". Unless otherwise approved by the Engineer. Also, it is highly desirable that conduits be driven or bored under driveways and pavement at street intersections.
- 4.3.8 **Terminations:** Conduits terminating in post or pedestal bases shall extend approximately 2" above the-foundation.
- 4.3.9 Lubricants: Powdered soapstone, talc or other Engineer approved lubricant may be used in pulling cable in conduit. However, when interconnect cable is installed in conduit, an Engineer approved lubricant shall be used to facilitate the pull. All ends of cables shall be taped to exclude moisture and shall be so kept until splices are made and terminal appliances are attached, Ends of spare conductors shall be taped.
- 4.3.10 Grounding of Conduit: Underground conduits and neutral wires, if any, shall be bonded to minimum 5/8" X 8' copper clad ground rods, imbedded at each base. Bonding wire shall be #8 AWG THHN,(1·2) copper or larger (See TYPICAL FIELD INSTALLATION STANDARDS). Conduit shall be bonded to the base of each pole with #8 AWG THHN copper wire or larger, or equal. New poles on existing foundations shall be grounded and bonded in the same manner as for new foundations, except that ground rods need not be added if none exist.
- 4.4 Pull Boxes: Pull boxes shall be provided whenever necessary to afford adequate space for conduit terminations or whenever spacing between junctures exceeds 200'. Pull boxes shall be .suitable for light vehicular traffic and shall sustain a minimum load of 50 p.s.i. However, when used in a roadway or driveway, it must sustain a minimum of 160 p.s.i. Pull boxes shall be of reinforced plastic mortar and shall be designed and tested to temperatures of -50°F. Pull box shall meet or exceed all ASTM requirements, particularly as related to chemical resistance, water absorption and sunlight resistance. Dimensions for Type 1,2,3,4 and 5 Pull Boxes shall be in accordance with the attached specifications. (See TYPICAL FIELD INSTALLATION STANDARDS for installation details).
- 4.5 Messenger Wire: All messenger wire used for hanging span signals shall

be minimum 5/16" double galvanized, "A" coating seven (7) wire and shall be rated at 3,200 pounds minimum breaking strength. Messenger wire used for detector and other similar feed-ins shall be minimum 1/4" double galvanized, "A" coating and shall be rated a 1,900 pounds minimum breaking strength. All lashing wire shall be a minimum .045", stainless steel.

4.6 Installation of Signal Heads

4.6.1 All traffic signal heads shall be installed in strict accordance with the "Manual on"

Uniform Traffic Control Devices" standards, and with the City's Typical Field Installation Standards which mirror those on the GDOT website which can be accessed by going to www.GDOT.gov and Clicking on the Standards option under the Georgia Department of Transportation: Official Site option. This shall include the mounting of pedestal and bracket traffic signals at a height of ten (10) feet to bottom of signal, except that pedestrian signals shall be mounted to a height of eight (8) feet to bottom of signal. All span and mast arm signals shall be mounted such that the bottom of the signal is not less than 17 feet above the roadway surface and not more than 19 feet above the roadway surface.

- 4.6.2 All signals shall be properly aligned and must be free of any undue sag or imbalance. Normal sag shall be 3% to 5%.
- 4.7 Installation of Vehicle Detectors
- 4.7.1 Location of Vehicle Detectors: The installation of vehicle detectors shall be in accordance with the work order drawings. However, specific placement and size of all vehicle detectors may be changed at the discretion of the Engineer.
- 4.7.2 Loop Sealant: Loop detector sealant material must be 3M "Detector Loop Sealant", which is currently in use by the Office of Transportation. No substitution of any other type of sealant material shall be used without prior approval by the Engineer. Application of sealant material shall be in accordance with Typical Field Installation Standards as spelled out on the GDOT website which can be accessed by going to www.GDOT.gov and Clicking on the Standards option under the Georgia Department of Transportation: Official Site option and with manufacturer's specifications.
- 4.8 Installation of Pedestrian Pushbuttons
 Pedestrian pushbuttons shall be installed in accordance with the Typical
 Field Installation Standards as spelled out on the GDOT website which can
 be accessed by going to www.GDOT.gov and Clicking on the Standards
 option under the Georgia Department of Transportation: Official Site
 option, as indicated on the work order plans.
- 4.9 Installation of Controllers and Cabinets
- 4.9.1 Installation at Site: the controller and cabinet, having been previously tested by the Office of Transportation, shall be installed in accordance with the intersection plans, the Typical Field Installation Standards as spelled out on the GDOT website which can be accessed by going to www.GDOT.gov and Clicking on the Standards option under the Georgia Department of

Transportation: Official Site option and the manufacturer's supplied box wiring prints.

- 4.9.2 **Cabinet Wiring:** All controller cabinet wiring shall be done in a neat manner and laced, and shall be in accordance with the box wiring prints supplied by the manufacturer and the Office of Transportation. The Engineer shall define acceptable wire termination devices.
- 4.9.3 **Grounding:** A 5/8" x 8 copper-clad ground rod shall be used for both base-mounted and pole-mounted cabinet installations. A #8 AWG solid copper wire shall be attached to the ground rod and to the controller cabinet ground bus bar
- 4.9.4 Connection to the Power Source
- 4.9.4.1 It shall be the responsibility of the Contractor to arrange with the Georgia Power Company for the necessary power connections.
- 4.9.4.2 The Contractor shall run two service wires from the Georgia Power Service Point into the controller cabinet. Service wires shall be a minimum #8 AWG THHN stranded copper 600 volt wire.
- 4.10 Turn-On of New Signal Installations: Energizing the new traffic signal shall be accomplished on the same day that the signal heads are hung. If unusual conditions make this impossible, the signal heads shall be "bagged" with an opaque cover while inoperative. No signals shall be energized without the Engineer on the job site.
- 4.11 Special Requirements for Modernizing Existing Signal Locations: In order to minimize adverse impact to the general public, the existing traffic signal(s) shall be maintained fully operational until the new signal equipment is ready to be energized. To accomplish this, the Contractor shall follow the outline below.
- 4.11.1 Install new controller foundation, mast arms, poles, cabinet, conduit, messenger cables, field wiring, detectors, and any other items necessary, with the exception of signal heads, for normal operation.
- 4.11.2 Energizing of the new traffic signal controller shall be accomplished on the same day that the signal heads are hung, unless specific prior approval is obtained from the Engineer. Where prior approval is granted, all new signal heads shall be "bagged" with an opaque material and placed so as not to interfere with the existing heads or cause confusion to the traveling public. No traffic signals shall be energized without the Engineer present on the job site.
- 4.11.3 On the designated date of signal turn-on, the Contractor shall have sufficient manpower and equipment at the location to hang new signal heads in order to permit an operational test of the new equipment. After successful completion of the initial operational test, the Contractor shall immediately begin removal of the old signal heads. Should the new installation fail the initial operational test, the Contractor shall immediately "bag" or remove, at the discretion of the Engineer, the new signal heads and return the old equipment to-operation.

5.0 INSTALLATION OF POLES AND PEDESTALS FOR TRAFFIC SIGNALS

5.1 **General Statement:** The following minimum design criteria shall be met for all materials and installation techniques utilized in the installation or upgrading of poles or pedestals. The Engineer shall provide typical details.

5.2 Anchor Base Poles:

Anchor base steel poles shall be installed in accordance with the manufacturer's specifications. The anchor bolts shall be installed in a foundation of #3000 H.E. concrete; see the attached TYPICAL FIELD INSTALLATION STANDARDS for installation details.

- 5.3 Wood Poles: Wood pole installations may be of standard earth embedding, to a depth of six (6) feet.Guy assembling shall be utilized whenever necessary to prevent undue leaning.
- 5.4 **Signal Pedestals:** Signal pedestals shall be installed by standard anchor bolt and concrete methods.
- 5.5 **Plumb Installation and Accessory Equipment:** All poles and pedestals shall be mounted as plumb (under loaded condition) as intersection condition permit. All accessory equipment (pole caps, ornamental bolt covers, hand-hole covers, etc.) shall be completely installed.
- 5.6 Installation of Poles over Basements or Under Unusual Conditions:
- 5.6.1 The successful proponent shall propose methods for installing poles in areas with hollow sidewalks (basements under sidewalks, etc.). The Engineer must approve exact design for installation in these areas on an individual basis.
- 5.6.2 The Contractor shall be responsible for sealing foundation areas to avoid basement leaks where such installations are required.
- 5.6.3 Where prevailing conditions are such that previously outlined techniques are not feasible, special provisions may be requested, subject to approval by the Engineer.
- 5.7 Excavating and Backfilling: All excavation required for the installation and placement of conduits, foundations, poles, and other appliances shall be performed in such a manner as to cause the least possible injury to pavement, sidewalks or other improvements. All conduits required to be under pavement, sidewalks, etc. shall be in place prior to commencing of base and paving operations. The trenches shall not be excavated wider than necessary for the proper installation of the electrical appliances and foundation. Excavating shall not be performed until immediately before installation of conduit and other appliances. The material from the excavation shall be placed in a position where the least interference with surface drainage will occur. All surplus excavated material shall be removed from the site and disposed of by the Contractor. The Contractor shall not open anymore in one day than he can cover at the end of the day to return the location to vehicle and/or pedestrian usage.

6.0 CONTRACTOR HOURLY RATES AND SPECIAL QUOTES

- 6.1 Hourly Rates: Proponents shall fill the attached BID FORMS with unit prices. Items include labor and equipment necessary to complete installation, relocation, removal, and/or revision of traffic signals, reversible lane signals and/or street lights and associated hardware in accordance with City of Atlanta specifications and standards. Evaluation of proposals and selection of the winning bid will be based on Engineer estimates of signal projects determined by the submitted hourly rates.
- 6.2 Quotes for Materials: The Contractor shall quote a percentage rate for materials

he is to furnish for reimbursement on a "Cost Plus" basis.

- 6.3 Quote for Emergency Response: The contractor shall quote a rate to respond to all emergency requests. Emergency request are considered to be any maintenance/repair where the Contractor is asked by the Engineer to respond in 18 hours or less. This is a onetime cost associated with each emergency response. Any emergency responses that are the result of the Contractor's work will be done at no cost to the City.
- 6.4 **Sidewalk Work Unit Price:** Where sidewalk replacement is required as part of a Work Order, payment shall be based on a unit price per square yard. Materials, labor and equipment shall be included in that unit price per square yard. This unit price shall be included as a part of his bid. Sidewalk repairs and replacement are to be made at the direction and in conformance to standards established by the City of Atlanta, Public Services Division.

7.0 STANDARDS AND SPECIFICATIONS

7.1 General Statement: Effective July 1, 2011 the City of Atlanta adopted the Georgia Department of Transportation's (GDOT) Signal Design and Constructions guidelines.

These standards can be accessed via the web by going to:

the GDOT website which can be accessed by going to <u>www.GDOT.gov</u> and Clicking on the *Standards* option under the *Georgia Department of Transportation: Official Site* option.

Attachment No. 4

Draft Agreement

ANNUAL CONSTRUCTION SERVICES AGREEMENT

THIS	CONSTRUCTION	SERVICES	AGREEMENT	("Agreement") is	entered	into	effective	this
	day of, 2	01_, (the "Effe	ective Date") by	and between 1	THE C	ITY OF A	ATLAN	TA ("Owne	er" or
the "City"), and		("Conti	ractor").						

The City and Contractor agree as follows:

1. DEFINITIONS

The following terms have the meaning assigned:

"Agreement Documents" means this Agreement and its Exhibits, Appendices, Work Orders, Change Orders, Documentation, Drawings, and Specifications, including

Construction Services Agreement

Exhibit A- General Scope of Services

Exhibit A.1- Compensation and Fee Schedule

Exhibit A.2- Work Orders

Exhibit B- Legislation

Exhibit C- Supplement Conditions and Technical Specifications

Exhibit D- Additional Contract Documents

Appendix A- Office of Contract Compliance

Appendix B- Insurance and Bonding Requirements

"Agreement Term" has the meaning set forth in Article 2, unless otherwise expressly amended or changed, pursuant to the City's authorized approval in conformance with the City of Atlanta Code of Ordinances and applicable law.

"Changes" has the meaning set forth in Article 8.

"Change Order" has the meaning set forth in Article 8.

"City Representative" has the meaning set forth in Article 6.

"Claim" means any demand, contention, or assertion seeking additional time or money under the terms of this Agreement. Claims by the Contractor must be made in writing and contain all of the following or such Claims are released: (a) a narrative statement describing the amount and bases of the Claim; (b) the precise number of days claimed as a result of any delay; and (c) a detailed calculation of the precise amount of additional compensation claimed with all required supporting Documentation.

"Documentation" has the meaning set forth in Article 4.

"Drawings" include, without limitation: all renderings, technical and design drawings, specifications, plans, layouts, diagrams, illustrations, descriptions, calculations, schedules, graphs, performance charts, shop drawings; asbuilt drawings; all graphic or pictorial material needed to show locations, dimensions, elevations, sections, and details; all documents necessary to fix and describe the size, quality and composition of the Project (or parts thereof); supplier operating and maintenance manuals, recommended spare parts lists, documents required to support permitting and licensing, and any other data pertinent to operation of the Project.

"Emergency Work" has the meaning set forth in Article 2.

"Final Completion" means that point in time where the City has confirmed to the Contractor in writing that the Services required by a Work Order have achieved Substantial Completion, Contractor has completed all punchlist items associated with a Work Order, and Contractor has provided all Documentation required by the Agreement Documents and Work Orders for Final Completion.

"Final Payment" means the final amount of compensation due under a Work Order or this Agreement (as applicable) and shall not become due until Contractor satisfies all of the requirements of Article 9.

"Minimum Quantity" means one dollar (\$1.00) in United States Currency, which is the minimum amount of Services that shall be ordered by the City pursuant to this Agreement.

"Project" means or refers to the Project(s) specifically identified in Work Orders issued pursuant to this Agreement.

"Services" means the specific tasks and activities to be performed by Contractor as identified in a Work Order issued pursuant to this Agreement, as well as all ancillary and incidental tasks and activities not expressly identified in a Work Order but which are reasonably necessary to be performed in order to complete the tasks and activities expressly identified in a Work Order.

"Standard" has the meaning set forth in Article 6.

"Substantial Completion" as applicable to a Work Order, means that point in time in which the Services that are the subject of a Work Order are capable of being used for their intended purpose and comply with all of the requirements of Article 9, the Specifications, and the other Agreement Documents.

"Total Sum" means the total maximum amount of compensation for which all Work Orders may potentially be issued pursuant to this Agreement. Contractor's entitlement to payment under this Agreement shall not exceed the Total Sum.

"Work" means all the Services specified, indicated, shown, or contemplated by the Agreement Documents and applicable Work Orders, as well as the furnishing by Contractor of all materials, equipment, labor, methods, processes, construction, manufacturing, tools, plants, design, supplies, power, water, transportation and any other things necessary or incidental to complete such Services in accordance with the Agreement Documents and applicable Work Orders that will ensure a functional and complete Project(s).

"Work Order" means an order executed by the City, substantially in the form and substance provided in **Exhibit A** to this Agreement that specifies the Services to be provided by Contractor to the City, the agreed amount of payment for such Services, and the time limitations for completing the Services.

"Work Order Commencement Date" means the date identified in a notice to proceed and/or a Work Order issued by the City, which instructs the Contractor to start the performance of Services required by a Work Order. The times for Substantial Completion and Final Completion will be measured from the Work Order Commencement Date.

"Work Product" has the meaning set forth in Article 6.

2. SERVICES.

2.1 In General. The City desires to obtain from Contractor the Services described generally on **Exhibit A** attached and as further described on Work Orders (individually, a "Work Order" and, collectively, the "Work Orders") that may be executed from time to time between the Parties, pursuant to this Agreement.

The Services to be provided by Contractor are those ordered by the City that are reflected in a Work Order executed by the City. The City agrees that it shall order the Minimum Quantity of Work from the Contractor pursuant to this Agreement. Contractor agrees to provide to City the Services per the Agreement Documents and each Work Order issued by the City. Each Work Order will include at least the following:

a reference to this Agreement;
the Work Order Commencement Date;
the required dates of Substantial and/or Final Completion of the Services, as applicable;
the Services to be provided by the Contractor;
required deliverables and submittals;
the amounts payable and payment schedule for the Services; and
any additional provisions applicable to the Services:

Except as provided for Emergency Work, no Work Order will become effective until it has been executed by an authorized representative of the City. A Work Order issued pursuant to this Agreement will be substantially in the form of **Exhibit A.2** hereto. All approved Work Orders shall be incorporated by reference into this Agreement.

- 2.1.1 Emergency Work. In some cases, the City may require emergency Services to be performed by the Contractor, which pose an imminent threat to the public health, safety, general welfare or the City's water or wastewater system ("Emergency Work"). In such cases, the City's Authorized Representative shall notify the Contractor by email or other written communication the type and scope of work needed under the circumstances. Once notified, Contractor shall immediately mobilize and begin Services, as is necessary to remediate the emergency conditions. Payment for such Services shall be in accordance with Option 1, pursuant to Section 4.1.1.
- 2.1.2 Authorization. If applicable, this Agreement is authorized by legislation adopted by the City, which is attached as Exhibit B.
- 2.2. The Total Sum of payments by City under this Agreement shall not exceed \$______ during the first year in which this Agreement is effective. For each subsequent year that this Agreement is effective, City shall provide written notice to Contractor of the amount of funding allocated to this Agreement for such calendar year (each annual maximum amount, including the funding for the first year, shall be the "Annual Maximum Payment Amount"). In addition, each Work Order shall specify a maximum payment amount (the "Work Order Maximum Payment Amount") applicable to the Services to be performed under such Work Order.
- 2.3 Work Orders under this Agreement may be issued by City without further legislative approval under Code section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Work Order may be executed by the City's Chief Procurement Officer, head of the affected using agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Work Orders for Services for which charges are established in this Agreement. Contractor shall promptly proceed with the Services set forth in any such Work Order. If City solicits a proposal from Contractor for a Work Order, Contractor shall submit its proposal with a Work Order containing all the necessary terms and executed by Contractor. Work Orders may be issued or executed during the term of this Agreement that contain a service performance period that extends beyond the term; provided, however, that no Work Order may be issued or executed under this Agreement subsequent to the expiration or termination of the term.

- 2.4 City makes no representations or warranties about the quantity of services that will be requested or charges that will be paid under this Agreement. Any quantity of Services or amount of charges set forth in this Agreement are estimates only.
- 2.5 Initial Term. The initial term of this Agreement will be <u>3 years</u>. This Agreement shall commence on the Effective Date and end on [____]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".
- 2.6 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for [2] additional one-year terms. If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior term.

If such legislation is enacted, City will notify service provider of such renewal, at which time service provider shall be bound to provide Services during such renewal term, without the need for the parties to execute any further documents evidencing such renewal, it being acknowledged by service provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal term.

3. COMPENSATION

- 3.1 Compensation for Services will be based upon agreed unit prices as set forth in the fee schedule attached as Exhibit A.1. No payment to Contractor shall exceed Annual Maximum Payment Amount; Work Order Maximum Payment Amount; the Total Sum; or the hourly rates, materials, reimbursable expenses and other payment terms identified in Exhibit A.1. All costs of items associated with the Work and incidentals necessary for the proper and timely completion of the Work shall be considered as included in the unit prices attached as Exhibit A.1. Payment for all Work in accordance with the unit prices identified in Exhibit A.1 shall be full compensation for all labor, materials, equipment, methods, processes, construction manufacturing, tools, plants, designs, supplies, power, water transportation and any other things necessary or incidental to furnish, install, construct, and test the Work covered under the applicable unit price. The unit prices set forth in Exhibit A.1 are inclusive of all taxes, levies, duties and assessments of every nature in connection with the Services ("Taxes"). Services for which there is no price schedule set forth in Exhibit A.1 shall be considered incidental to the Work and no compensation shall be allowed.
- 3.2 Contractor acknowledges and agrees that if the quantities originally contemplated under the Agreement Documents are materially changed so that application of such unit prices to quantities of the Work performed will cause substantial inequity to the City, the applicable unit prices shall be equitably adjusted pursuant to Article 8. For purposes of this Article 3.2, a change in quantities may be considered material if such change is greater than or equal to forty percent (40%) more than the quantities set forth in the Agreement Documents.
- 3.3 No money shall be paid by the City upon any claim, debt, demand or account whatsoever, to any person, firm, or corporation who is in arrears to the City for taxes, or any other debt or claim, and the City shall be entitled to counterclaim and/or offset any such debt, claim, demand or account in the amount of taxes so in arrears or other debts or claims of the City, and no assignment or transfer of such debt, claim, demand, or account after the said taxes are due or after any such debt or claim is asserted by the City, shall affect the right of the City to so offset the said taxes, debts, or other obligations against the same. Contractor agrees that the City shall be allowed to setoff and recoup any claim or demand that it may have against Contractor (or any of its constituent members if Contractor is a joint venture) whether such claim or demand is liquidated or unliquidated. Contractor further agrees that in the event it assigns or sells any amounts due or to become due under this Agreement, notice to the City of such assignment or sale shall not affect the City's rights of setoff or recoupment against Contractor for claims subsequently arising from this Agreement or any other contract with the City. Any assignee or purchaser of any

amounts due Contractor under this Agreement shall be bound to these provisions and shall assume the risk of subsequently arising claims of setoff or recoupment.

4. TERMS OF PAYMENT

4.1 Payment to the Contractor will be made according to one of the following methods identified in this Article 4. Work Orders issued pursuant to this Agreement will identify the method of payment selected by the City. Selection of the applicable payment options identified in Articles 4.1.1 and 4.1.2 is in the City's sole discretion. In the event that a Work Order does not expressly state the procedure for payment selected by the City, then Contractor will be entitled to payment in accordance with Article 4.1.1. Contractor shall prepare and submit to City invoices for payment for all Services in accordance with the Work Order, which shall include such detail and format as the City may reasonably require.

Payment Methods

- 4.1.1 Option 1, Payment Upon Final Completion: Subject to the City's right to offset payment and its rights to withhold payment set forth in Article 4.4, Contractor shall be entitled to full payment for a Work Order sixty (60) days after achieving Final Completion of the Services required by a Work Order based upon a lump sum, based upon time and materials and calculated from the labor and materials categories set forth in Exhibit A. Contractor agrees to execute such payment application forms and release of claim forms as the City may require as a condition precedent to the City's obligation to make any payment to Contractor.
- 4.1.2 Option 2, Progress Payments: If the City elects to pay Contractor in accord with this Article 4.1.2, then upon issuance of a Work Order, Contractor shall submit to the City monthly invoices for Services performed. Each invoice shall be accompanied by a payment application identifying the applicable Work Order, such time sheets, daily reports, receipted invoices, invoices with check vouchers attached, Contractor's interim and final releases of lien and bond rights (as applicable), Contractor's sub-tier contractor interim and final releases of lien and bond rights (as applicable), Contractor's verification of quantities delivered pursuant to Work Order(s), all Drawings required by a Work Order, all documents, work product, and information required by the Specifications, and such other records as the City may reasonably request for the purpose of verifying the accuracy of the invoice (collectively "Documentation"). Subject to the City's right to offset payment and its rights to withhold payment set forth in Article 4.4, payment to Contractor will be made less applicable retention within thirty (30) days of receipt of all supporting Documentation required by the Agreement Documents. Contractor agrees to execute such payment application forms and release of claim forms as the City may require as a condition precedent to the City's obligation to make any payment.
- 4.2 This Article 4 completely supersedes the Georgia Prompt Pay Act as it relates to Owner payments and any modifications or successors to the Georgia Prompt Pay Act to the fullest extent allowed by law. Contractor acknowledges and agrees that payment shall be in accordance with the provisions of this Agreement and expressly waives its right to assert entitlement under O.C.G.A. § 13-1-11, et. seq. to the full extent permitted by law. Should the City fail to issue payment for undisputed amounts within ninety (90) days of approval, annual interest on the payment amount may accrue at the Prime Rate, plus one percent (1%). The Prime Rate shall be based on that published in the Wall Street Journal on the first business day of January or June, whichever has most recently passed, of the current year.
- 4.3 The City may decline to approve payment and may withhold any payment, in whole or in part because of: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of the contractor to promptly make payments to sub-tier contractors; (d) reasonable evidence that the Work cannot be completed for the Total Sum; (e) reasonable evidence that the Services will not be completed within the time required by a Work Order; (f) failure to carry out the Services in accordance with the requirements of

the Agreement documents; (g) failure to comply with the insurance and bonding requirements of the Agreement Documents; (h) Contractor's insolvency or reasonable evidence that contractor fails to pay its debts as they come due; (i) liquidated damages due in accordance with article 9; or (j) a material failure of the contractor to comply with any of the requirements of the agreement documents. No full or partial payment of any invoice or any use of Services constitutes acceptance of any Services.

4.4 Any Disputes concerning payment shall be resolved in accordance with Article16.

5. CONTRACTOR'S ACCOUNTING RECORDS AND THE CITY'S RIGHT OF AUDIT

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. The City shall be afforded reasonable access to Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, records of delivered quantities, daily reports, job cost reports, and such other data relating to this Agreement during normal business hours at the location where such documents are stored by Contractor. The Contractor shall preserve all such related documentation for a period of two (2) years after the expiration of the Agreement Term. The City shall have the right to audit the books and records related to this Agreement at any time. Contractor shall provide access to its books and records associated with this Agreement within 72 hours of the City's provision of written notice to Contractor.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1 Contractor will perform all Services in a timely and professional manner, consistent with the Standard. Contractor shall not be deemed to be an agent of the City for any purpose but shall in all events be an independent contractor exercising control over its Services and the manner in which they are performed
- 6.2 Contractor will not perform any Services until the City directs Contractor in writing to proceed. Unless otherwise specified in a Work Order, the execution of a Work Order by the City shall constitute notice and authorization to Contractor to proceed in strict accordance with the Agreement Documents.
- 6.3 Contractor will perform Services under this Agreement with the highest degree of skill and diligence normally practiced by contractors performing the same or similar services as are being performed by Contractor under this Agreement and under any Work Order in accordance with all applicable federal, state, local laws, ordinances, rules, regulations, and lawful orders ("Standard"). Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and shall coordinate all portions of the Work under the Agreement Documents.
- 6.4 Contractor shall enforce strict discipline, professionalism, and good order among Contractor's employees and sub-tier contractors. The City may, after provision of written notice to Contractor, require Contractor to remove from the Work any employee the City deems incompetent, unprofessional, or otherwise objectionable, including any employee of Contractor's sub-tier contractors.
- 6.5 Unless otherwise provided in the Agreement Documents, Contractor shall secure and will provide all permits, licenses, and other applicable legal documents required for Contractor's performance of the Work required by the Agreement Documents. In no event will Contractor's failure to timely secure permits, licenses, and/or other applicable legal documents serve as a basis for a Claim under this Agreement.
- 6.6 <u>Key Personnel and Key Subcontractors</u>. The following persons are identified by the Contractor as its key personnel that will provide the Work and Services required by the Agreement Documents:

6.6.1	Key Personnel:	
	(a)	,
	(b)	; and
	(c)	•
6.6.2	Key Subcontractors:	
	(a)	,
	(b)	; and
	(c)	

- 6.6.3 Contractor shall not transfer, reassign or replace Key Personnel and/or Key Subcontractors identified in Articles 6.6.1 and 6.6.2, except as the result of retirement, voluntary resignation, involuntary termination for cause in Contractor's sole discretion, illness, disability, or death, during the term of this Agreement without the prior written approval from the City.
- 6.7 <u>Suspension of the Work.</u> The City may, by written notice to Contractor, suspend at any time the performance of any or all of the Work to be performed under this Agreement. Contractor shall be entitled to request an extension of time pursuant to Article 8 in the event the City issues a suspension notice per this Article 6.7. Unless the suspension notice directs otherwise, upon receipt of a suspension notice Contractor must:
 - 6.7.1 immediately discontinue suspended Work on the date and to the extent specified in the notice;
 - 6.7.2 place no further orders or subcontracts for materials, services or facilities with respect to suspended Work, other than to the extent required in the notice; and
 - 6.7.3 take any other reasonable steps to minimize costs associated with the suspension.
- The City shall designate to the Centractor in writing a representative(s) (the "City Representative") who shall serve as primary interface and the single-point of communication for the provision of Services; have day-to-day interaction with Contractor to address issues relating to this Agreement; and to the extent provided under applicable laws and the City's Code of Ordinances, have the authority to execute any additional documents or Change Orders on behalf of City. Any Work, document, or item to be submitted or prepared by Contractor hereunder shall be subject to the review of the City Representative. The City Representative may disapprove, if in the City Representative's sole opinion the Service, Documentation, Drawing or item is not in accordance with the requirements of the Agreement Documents or sound professional principles, or is impractical, uneconomical or unsuited for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Contractor shall revise and/or correct the Work so that it meets the approval of the City Representative at no additional cost to the City. The "City Representative" may also be referred to as the "City Engineer."
- 6.9 Contractor shall diligently perform the Services required by a Work Order within the time required by the Work Order notwithstanding any disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City may otherwise direct pursuant to this Agreement. Contractor's failure or refusal to work through disputes in accordance with this Article 6.9 shall be

deemed a material default under this Agreement, which will entitle the City to immediately rely upon Contractor's sureties to cure said default.

- 6.10 Except as otherwise expressly provided in this Agreement, all Drawings, Documentation, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Contractor or any of its sub-tier contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Contractor's or its sub-tier contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or a third party) shall be deemed to be "works made for hire" and made in the course of Services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other applicable law, such Work Product shall belong exclusively to City. Contractor and its sub-tier contractors grant the City a non-exclusive, irrevocable, global, perpetual, transferable, fully paid up, royalty free license to all Work Product not exclusively developed for City under this Agreement.
- 6.10.1 If any of the Work Product is determined not to be a work made for hire, Contractor hereby assigns to the City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to City, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, global, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 6.10.2 The City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 6.10.3 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor may not originally vest in City by operation of applicable law, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the City all rights, title and interest in the Work Product.
- 6.10.4 Without any additional cost to the City, Contractor and its personnel shall promptly give City all reasonable assistance and execute all documents the City may reasonably request to enable the City to perfect, preserve, enforce, register and record its rights in all Work Product. Contractor irrevocably designates City as Contractor's agent and attorney-in fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Article 6.10 and to take all actions necessary, in Contractor's name, with the same force and effect as if performed by Contractor.
- 6.11 Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (a) all employees on the Work and all other persons who may be affected thereby; (b) all the Work and materials to be incorporated therein, whether in storage or not, under the care, custody, or control of Contractor or any of Contractor's sub-tier contractors; (c) other property at the site where the Work is being performed or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (d) the Work of the City or other separate contractors.

- 6.11.1 Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- 6.11.2 Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- 6.11.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 6.11.4 Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-tier contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable solely to the acts or omissions of the City and not attributable to the fault or negligence of Contractor. The foregoing obligations of Contractor are in addition to Contractor's obligations under Article 7 and Exhibit A or other provisions of the Agreement Documents.
 - 6.11.5 Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.
- 6.11.6 In any emergency affecting the safety of persons or property, Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- 6.11.7 Contractor acknowledges that it is fully aware of appropriate and safe procedures regarding blasting, including the contents and requirements of Official Code of Georgia Annotated § 25-9-1 through § 25-9-12, Blasting or Excavating Near Underground Gas Pipes and Facilities, any amendments thereto and rules and regulations issued pursuant thereto, and Contractor shall fully comply therewith. Contractor agrees and acknowledges that any failure on its part to adhere to appropriate procedures and said laws, rules and regulations shall not only be a violation of law but shall also be a breach of Agreement.
- 6.11.8 Contractor acknowledges that it is fully aware of appropriate and safe procedures regarding high voltage lines, including the contents and requirements of Official Code of Georgia Annotated § 46-3-30 through § 46-3-39, Safeguards Against Contact with High Voltage Lines, any amendments thereto and rules and regulations issued pursuant thereto, and Contractor shall fully comply therewith. Contractor agrees that any failure on its part to adhere to appropriate procedures and said laws, rules and regulations shall not only be a violation of the law but shall also be a breach of Agreement.
- 6.11.9 Contractor acknowledges and agrees that it is the entity responsible under the law and that it is the entity employing or directing others to perform labor within the meaning of Official Code of Georgia Annotated § 34-1-1, Labor and Industrial Relations. It acknowledges and agrees likewise that it will comply with said law.
- 6.11.10 Contractor shall protect all Work, including but not limited to, excavations and trenches, from rain water, surface water, and backup of drains and sewers. Contractor shall furnish all labor, pumps, shoring, enclosures, and equipment necessary to protect and keep the Work free of water.
- 6.11.11 The provisions, terms and conditions of this Article 6 are in no way intended to limit the general requirements or the applicability of laws relating to Work conditions, safety or accident prevention and no specific provision or combination of specific provisions in any provision of Article 6 or in any other parts of the Agreement Documents shall be deemed to limit the obligations or responsibility of Contractor contained in general provisions

with respect thereto or in laws, statutes, acts, rules or regulations which are applicable to Contractor but which are not specifically referred to in any part of the Agreement Documents.

7. INSURANCE AND BONDING

The Contractor shall procure and maintain, at its own cost, during the term of this Agreement the Insurance and Bonds Required by **Appendix B**.

8. CHANGES AND CLAIMS

- Owner shall have the right at any time during the progress of the Work to increase or decrease the Services required by a Work Order or the time required for delivery of the Services (a "Change") pursuant to this Agreement. Any modification to a Work Order or this Agreement shall be set forth in a Change Form executed by the City and the Contractor, which documents the parties' mutual agreement as to the effect of the Change, the modification of the scope of the Work Order, and/or the amount of time required by a Work Order. It is expressly agreed that, except in an emergency endangering life or property, no additions or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Contractor for any extra labor, materials, or equipment furnished without such written order. No officer, employee, or agent of Owner is authorized to direct any extra or changed work by verbal order nor is Contractor authorized to proceed with any Work upon verbal order that results in a modification to the time or price of a Work Order.
- 8.2 The unit prices set forth in **Exhibit A.1** shall not be subject to modification pursuant to this Article. Except as provided by applicable law, in no event will a Change Order exceed the Total Sum authorized by the City pursuant to this Agreement.
- 8.3 Subject to the limitations set forth in Article 17, Contractor shall provide written notice to the City of any Claim within seven (7) calendar days of the occurrence of the event giving rise to the Claim, as well as (a) a narrative statement describing the amount and bases of the Claim; (b) the precise number of days claimed as a result of any delay or impact to the Work; and (c) a detailed calculation of the precise amount of additional compensation claimed with all required supporting Documentation. The failure of the Contractor to file any Claim within the time limits prescribed herein or in the form or manner as required hereby shall be deemed a material prejudice to the interests of the City and shall constitute a waiver and release of the Claim and the right to file or thereafter prosecute the same.

9. TIME

- 9.1 The Parties acknowledge that TIME IS OF THE ESSENCE for performance of the obligations required by this Agreement.
- 9.2 Contractor shall commence Work and proceed diligently with the Services, in accordance with the time specified by a Work Order. Contractor shall achieve Substantial Completion and Final Completion of the Services required by a Work Order within the times set forth in a Work Order.
- 9.2.1 When Contractor believes that the Services that are the subject of a Work Order are substantially complete, Contractor shall prepare a list of items and deliverables to be completed or corrected. The City may review the list of items and deliverables to be completed or corrected prepared by the Contractor and review the Services within a reasonable time after receipt of written notice from the Contractor and modify this list to include additional items. After Contractor has completed or corrected items necessary for achieving Substantial Completion it shall notify the City in writing. Thereafter, the City will review the Services and notify the Contractor in writing whether the Services have achieved Substantial Completion, as applicable.

- 9.2.2 If applicable, upon achieving Substantial Completion of the Services, as required by a Work Order, the Contractor will identify all punch-list items necessary for achieving Final Completion of the Work and provide this information to the City. After completion of all punch-list items and delivery of all Documentation necessary for Final Completion of a Work Order, the Contractor shall forward written notice to the City that the Services are ready for final review and acceptance and shall also forward a final application for payment. When the City finds that the Services are acceptable and fully completed in accordance with the Agreement Documents, the City will issue a certificate for Final Payment that will approve the Final Payment due the Contractor under an applicable Work Order.
- 9.2.3 Neither Final Payment nor retention shall become due until the Contractor submits to the City the following: (a) an affidavit that all payrolls and other indebtedness connected with the Work have been paid or otherwise satisfied; (b) consent of Contractor's surety to Final Payment; and (c) any Drawings and Documentation required by a Work Order.
- 9.2.4 The acceptance of Final Payment by Contractor shall constitute a complete waiver and release of all claims against the City by Contractor.
- 9.3 In the event Contractor fails to achieve either Substantial Completion or Final Completion within the time required by a Work Order, then Contractor or its sureties shall pay to the City the following amounts upon demand:

9.3.1 Liquidated damages:

Schedule of Deductio	ns for Each Day of Over	run in Contract Time	
Original Contract Am	nount	Daily Charges	
From More Than	To and Including	Available Day	Calendar Day or Completion Date
\$0	\$50,000	\$105	\$ 75
\$50,000	\$100,000	\$150	\$110
\$100,000	\$500,000	\$210	\$150
\$500,000	\$1,000,000	\$350	\$225
\$1,000,000	\$2,000,000	\$420	\$300
\$2,000,000	\$5,000,000	\$630	\$450
\$5,000,000	\$10,000,000	\$840	\$600
\$10,000,000	\$20,000,000	\$1,050	\$800
\$20,000,000	\$40,000,000	\$1,900	\$1,000
\$40,000,000		\$4,000	\$2,100

- 9.3.2 The amounts set forth in Articles 9.3.1 shall be referred to herein as "Liquidated Damages." The amount of such charges is hereby agreed upon as a reasonable estimate of the probable loss of the City in the event Contractor fails to achieve the Substantial Completion and/or the Final Completion requirements of Work Orders. The Liquidated Damages are fixed per this Article 9 because of the difficulty of ascertaining the exact amount of losses the City will actually incur as a result of Contractor's delayed completion of a Work Order.
- 9.4 No payment(s) made, payment application(s) approved, partial use of the Services, or complete use of the Work by the City shall be deemed an acceptance of Services that do not conform to the requirements of the Agreement Documents.

10. FAILURE TO PERFORM AND TERMINATION FOR DEFAULT.

- If Contractor (a) fails or refuses to proceed with or to perform its Work in accordance with the Agreement 10.1 Documents, (b) fails or refuses to perform properly or abide by any terms, covenants, conditions or provisions contained in this Agreement or (c) fails or refuses to obey laws ordinances, regulations or other codes of conduct, Owner shall have the right to terminate Contractor's right to proceed under this Agreement. If Owner determines that Contractor has not remedied and cured the default or defaults in its performance within seven (7) calendar days following receipt by Contractor of written notice of said default or defaults or such shorter period as the circumstances may justify, in which case such shorter period shall be identified in Owner's written notice, then Owner may, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right it may be entitled to hereunder or by law, terminate Contractor's right to proceed under a Work Order or this Agreement and take possession of the Work and all materials, tools, equipment and appliances of Contractor, take assignment of all of Contractor's subcontracts and purchase orders, and complete Contractor's Work by whatever means, methods or agency which Owner may, in its sole discretion, choose. In the event that Contractor's right to proceed has been terminated. Contractor agrees that it shall not be entitled to receive any further payment until after the Work has been completed. Moreover, all monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other direct and indirect expenses (including attorneys' fees, arbitrator's fees, filing fees, expert fees, and all other costs and expenses associated with the default) incurred by Owner incident to such completion shall be deducted from any amounts otherwise due or to become due the Contractor, and if such expenditures, together with said costs, losses, damages and extra expenses, exceed the unpaid balance of the Work Order Maximum Payment Amount, Contractor and its surety agree to pay promptly to Owner, on demand, the full amount of such excess, including costs of collection, attorneys' fees and interest thereon at the maximum legal rate of interest until paid.
- 10.2 Owner's determination of Contractor's default or defaults and Owner's decision as to Contractor's failure to remedy and cure said default or defaults upon notification of their existence, made by Owner under the belief that a default or defaults existed under the terms hereof and that Contractor failed to remedy and cure said default or defaults, shall be conclusive (a) as to Owner's right to proceed as herein provided, and (b) as to Contractor's surety's obligation to perform the obligations assumed under Contractor's performance and/or payment bond. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by Owner under the belief that such payments or assumptions were necessary or required (a) in completion of the Work and in providing labor, materials, equipment, supplies and other items therefor or re-letting the Agreement and (b) in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Work hereunder. A sworn itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of Contractor's liability.

- 10.3 In the event Contractor is in default, Owner shall have the right to supplement Contractor's forces without terminating this Agreement for default and deduct the cost of the same from any amounts otherwise due Contractor.
- 10.4 In the event any termination for default is found to be wrongful or improper, Contractor agrees that its sole and exclusive remedy is to have the termination treated as a termination for convenience in accordance with Article 11, Termination for Convenience.
- In addition to the bases for termination of this Agreement under Articles 10.1 and 10.2, the City may, at its option, terminate this Agreement for cause immediately by providing written notice to Contractor if Contractor engages in behavior that is dishonest, fraudulent, or constitutes a conflict of interest with Contractor's obligations under this Agreement or is in violation of any of the City's Ethics Ordinances. Contractor shall immediately notify the City in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the Term of this Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

11. Termination For Convenience; Termination For Lack Of Appropriations.

- 11.1 Termination For Convenience. The City shall have the right to terminate this agreement or a Work Order without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to Services performed through the date of termination, calculated on a percent complete basis, together with any retainage withheld, if applicable, plus reasonable close-out and termination costs approved by the Owner, less the amount of prior payments to the Contractor, and Contractor shall not be entitled to any other and further recovery against Owner, including, but not limited to, anticipated profit on work not performed. In no event shall Contractor be entitled to a "cost-plus" recovery from Owner.
- 11.2 TERMINATION For Lack Of Appropriations. If, during any year of this Agreement, legislation establishing a Total Sum for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Agreement term for which a total sum has been legislatively authorized; provided, however, that Work Orders funded out of a previously legislatively authorized total sum amount may continue beyond such termination date. Furthermore, at any time during the term of this Agreement, City shall be entitled to terminate the Agreement for lack of appropriations or sufficient funding under the agreement upon providing thirty (30) days written notice to Contractor that the sufficient funding is not present to perform the Services under this Agreement. If the City terminates the Agreement pursuant to this provision, Contractor's recovery against Owner shall be in accordance with Section 11.1, above.

12. FORCE MAJEURE

Any delay in performance caused by terrorist attacks, insurrections, storms, fires, hurricanes, tornadoes, earth quakes, or other acts of God ("Force Majeure Event") shall excuse the performance of both parties for the duration the Force Majeure Event is in effect. If the Contractor is delayed at any time in the progress of the Work by a Force Majeure Event, then Contractor will be entitled to seek a Change Order in accordance with the requirements of Article 8.= Any extension of Contract Time on account of a Force Majeure Event shall be net of any delays caused by or due to the fault or negligence of Contractor. The Contractor shall cooperate in good faith with the City to minimize the impact of any such occurrence. No extension of time shall be granted unless the Force Majeure Event causes a delay to a Substantial Completion Date, and such delay is proven by an independent critical path analysis of the effected work activities. Contractor shall not be entitled to any compensation for a Force Majeure Event delay. Contractor's sole remedy for Force Majeure Event delay shall be a time extension.

13. WARRANTY

Contractor warrants to the City that all materials and equipment furnished under this Agreement will be new and of workmanlike quality unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Agreement Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provision of the Agreement Documents. The Warranties set forth in this Article and elsewhere in the Agreement Documents shall survive Final Completion of any Work done and the Agreement Term. All warranties are in addition to the rights, remedies, and redress that the City has at law or in equity, and none of Contractor's warranties shall be deemed a sole or exclusive remedy to the City.

- 13.2 If within one (1) year from the expiration of the Agreement Term of Final Completion of a Work Order (whichever timeframe is longer), or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the Agreement Documents ("Warranty Period"), any of the Work is found to be defective or not in accordance with the Agreement Documents, Contractor shall correct the promptly after receipt of a written notice from the City to do so. This obligation shall survive both Final Payment for the Work or designated portion thereof and termination of the Agreement. Contractor acknowledges that the Warranty Period provides a period during which Contractor has a duty to repair and does not in any way limit Contractor's liability for Work that is not in accordance with the Agreement Documents, including any that may be discovered more than one (1) year after the date of Final Completion of a Work Order or expiration of the Agreement Term.
- 13.3 Without limiting the responsibility of Contractor under the Agreement, all warranties given by manufacturers on materials or equipment incorporated in the Work are hereby assigned by Contractor to the City at no additional cost to the City. If requested, Contractor shall execute enforceable formal assignments of said manufacturer's warranties to the City at no additional cost to the City. Contractor shall not obtain any materials or equipment under warranties, which do not run directly to the benefit of the City, and all such warranties shall be directly enforceable by the City.
- 13.4 The foregoing warranties, and those contained elsewhere in the Agreement Documents or implied by law, shall be deemed cumulative and not alternative or exclusive. No one or more of them shall be deemed to alter or limit any other.

14. CORRECTION OF THE WORK

The Contractor shall promptly correct Work rejected by the City or Work failing to conform to the requirements of the Agreement Documents, whether discovered before or after Substantial Completion of a Work Order and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's, Owner's consultants, or a design professionals' services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct defective or non-conforming Work within seventy-two (72) hours from receipt of the City's written notice, then the City shall have the right to correct the defective or non-conforming work at Contractor's expense.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner and from and against any and all claims, damages, losses, demands, judgments and costs of suit or defense, including attorneys' fees, and reimburse Owner for any expense, damage or liability incurred by Owner whether for personal injury, property damage, direct or consequential damage, or economic loss arising or alleged to have arisen

from the acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to any party or person. This indemnity obligation shall include, but not be limited to, claims made or lawsuits filed by employees of Contractor or employees of anyone for whose acts Contractor may be liable, and claims made or lawsuits filed by employees of Owner. The foregoing indemnification does not apply to claims arising out of the sole negligence of Owner. Contractor further agrees to reimburse Owner for all costs and expenses, including attorneys' fees, expert witness fees, and/or consultant fees incurred to enforce these indemnity obligations.

- 15.2 Contractor will save and keep all Projects related to this Agreement free from all mechanics' liens and all other liens by reason of its Work or of any materials or other things used by it therein. If Contractor fails to remove any lien by bonding it, or otherwise, Owner, among other remedies, may retain sufficient funds out of any money due or thereafter to become due by Owner to Contractor to pay the same and all costs incurred by reason thereof, and may pay said lien or liens and Owner's costs associated with the lien or liens including reasonable attorneys' fees out of any funds at any time in the hands of Owner owing to Contractor. Contractor agrees that it shall be obliged to bond off any claim of lien of any of its subcontractors or suppliers notwithstanding any claim or argument as to non-payment or an alleged prior breach by Owner as an alleged result of non-payment. Contractor's obligation to bond off all liens of its subcontractors and suppliers is absolute and unconditional, and Contractor's failure to bond off any lien shall be deemed a material breach and default of this Agreement. Contractor's performance and/or payment bond sureties shall be obliged to bond all liens filed by subcontractors and suppliers of Contractor in the event that Contractor fails for any reason whatsoever to bond any such lien filed after ten (10) days written notice from Owner to Contractor demanding the bonding of such lien(s). Contractor understands and agrees that it shall ensure that its own subcontractors and suppliers have the same obligations as Contractor under this Article.
- 15.3 Contractor shall indemnify and hold City, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the Work, Services, materials or methodologies used by Contractor (or any Contractor agent, subcontractor, sub-tier contractor or representative), or the City's use thereof (or access or other rights thereto) in connection with the Work, infringes or misappropriates the intellectual property rights of a third party. If any Work, Services, materials, or methodologies provided by Contractor hereunder is held to constitute, or in the City's reasonable judgment is likely to constitute, an infringement or misappropriation, the City may direct that Contractor: (i) procure the right for the City to continue using such Work, Services, or methodologies, (ii) replace such Work, Services, materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Work; (iii) modify such Work, Services, materials or methodologies, or have such Work, Services, materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the Work, Services, materials or methodologies; or (iv) create a feasible workaround that would not have any adverse impact on City.

16. DISPUTE RESOLUTION

- 16.1 At the City's sole election, any Claim arising out of or related to the Agreement shall be subject either to binding arbitration or litigation at the City's option. Prior to arbitration or litigation, the parties shall endeavor to resolve Claims or disputes in accordance with the terms of this Agreement.
- 16.2 If Claims are not resolved by negotiation, mediation, or otherwise, and the Owner elects arbitration, the arbitration shall be held in Atlanta, Georgia and shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently then in effect or such other similar rules and organization as the Owner may elect. The demand for arbitration shall be in writing and filed with the appropriate organization

selected by the Owner and shall be served on the Contractor. The agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the City costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the City if it is the prevailing party.

- 16.3 Except at Owner's sole discretion and with its consent, no arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, any other person or entity, including but not limited to any of Contractor's subcontractors and suppliers, and any other separate contractors or suppliers. The Owner's consent or election to allow consolidation or joinder shall not constitute consent to arbitration of any Claim not subject to arbitration pursuant to this Contract.
- Any award rendered by an arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 16.5 If the Owner does not elect arbitration, any Claims shall be resolved in Fulton County, Georgia Superior Court. Contractor hereby submits to jurisdiction and venue in Fulton County, Georgia, and waives all defenses based on a lack of jurisdiction and/or venue. Contractor acknowledges that this Agreement was negotiated, at least in part, in Fulton County, Georgia. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the City costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the City if it is the prevailing party.

17. EXTENSIONS OF TIME AND DELAY

Contractor shall not be entitled to payment or compensation of any kind from the City for indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, ripple effect, unforeseen site conditions, loss of anticipated profits, impact or hindrance from any cause whatsoever (collectively "Delay Damages"), whether such delay, disruption, interference, ripple effect, unforeseen site conditions, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor expressly waives and releases any Claim for Delay Damages and agrees that Contractor's sole and exclusive remedy for any delay shall be an extension of time to perform the Work and Services required the Agreement Documents, which shall be administered in accordance with the requirements of Article 8.

18. MISCELLANEOUS

- 18.1 The law of the state of Georgia will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.
- 18.2 If any of the provisions contained in the Agreement Documents are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the Agreement Documents will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 18.3 Contractor shall not sell, transferor, or assign any or all of its respective rights and obligations under this Agreement to a third party without the City's written consent. Any attempted sale, transfer, or assignment of the rights or obligations of this Agreement shall be void and of no effect.
- 18.4 Articles 1, 4, 5, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, and 20 shall survive termination of this Agreement.

- 18.5 The Drawings or other Instruments of Service prepared by Contractor or its sub-tier contractors shall be owned by the City and may be used by the City on projects other than the Project(s) performed in connection with a Work Order issued per this Agreement.
- 18.6 Except as otherwise provided herein, all notices and other communications required or permitted to be given under this Agreement, including its Exhibits and Work Orders, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by facsimile, or by certified mail postage prepaid, return receipt requested. The addresses of each party are as follows:

City of Atlanta:	Contractor:
And the state of t	

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other Party.

- 18.7 The failure of the City to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right under the Agreement Documents shall not be construed as a waiver or relinquishment of the City's right to assert or rely upon any such provision or right and/or any other requirement of the Agreement Documents.
- 18.8 The Agreement Documents constitute the entire agreement and supersede all prior written or oral understandings, and may only be changed by a written amendment to the Agreement executed by both the City and the Contractor.
- 18.9 Contractor acknowledges and agrees that it may be adequately compensated in money damages for any Claims arising from performance of the Agreement Documents. Accordingly, Contractor waives and releases any right to assert a claim for *quantum meruit*, unjust enrichment, and any other equitable or quasi-contractual claim for relief that may be available under applicable law.
- 18.10. During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program as may be hereafter amended.
- 18.11 No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.
- 18.12 Contractor is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute Contractor and the City as partners, joint venturers, or be construed as requiring or permitting the sharing of profits or losses. Except as expressly provided in Article 6.10, nothing in this Agreement shall be deemed to constitute Contractor and the City as principal and agent and neither party has the authority to represent or bind or create any legal obligations for or on behalf of the other party.
- 18.13 Contractor acknowledges that this Agreement and any changes to it by amendment, modification, Change Order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning the City's

ability to assume contractual obligations and the consequences of Contractor's provision of goods or Services to the City under an unauthorized contract, amendment, modification, Change Order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or Services. Accordingly, Contractor agrees that if it provides goods or Services to the City under a contract that has not received proper legislative authorization or if Contractor provides goods or Services to the City in excess of the any contractually authorized goods or Services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or Services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or Services to the City, and it waives and releases all claims to payment or to other remedies for the provision of any unauthorized goods or Services to the City, however characterized, including, without limitation, all remedies at law or equity.

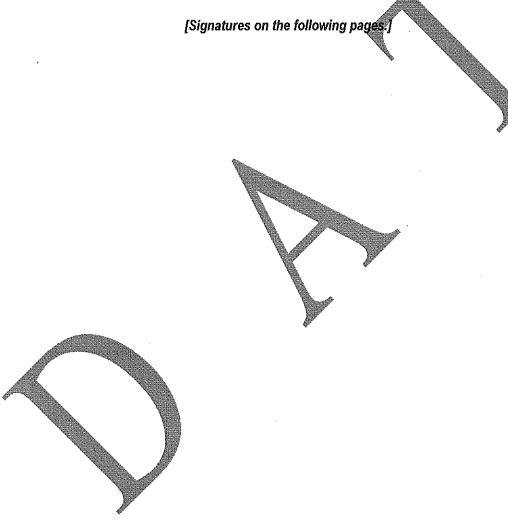
19. CONFIDENTIAL INFORMATION

Contractor agrees to preserve as strictly confidential all Confidential Information for two (2) years following the expiration or termination of this Agreement; provided, however that Contractor's obligation for Confidential Information that constitutes trade secrets pursuant to applicable law will continue for so long as such Confidential Information continues to constitute a trade secret under applicable law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Contractor will return any trade secrets to City. Contractor agrees to hold the Confidential Information of the City in trust and confidence and will not disclose it to any person, or use it (directly or indirectly) for its own benefit or the benefit of any other person other than in the performance of its obligations under this Agreement. Contractor will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by applicable law. Prior to making such a disclosure, to the extent allowed pursuant to applicable law, the Contractor shall provide the City with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the person requesting disclosure.

20. ETHICS IN CONTRACTS

- Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or former employee or former employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.
- 20.2 <u>Fraud and misrepresentations.</u> Any written or oral information provided by Contractor directly or indirectly related to the performance of the Work required by this Agreement constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal rules and

regulations. Contractor agrees to immediately notify the City of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Contactor further agrees to immediately notify the City of any actions or information that it believes would constitute fraud or intentional misrepresentations to the City in the performance of this Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations, by contacting the Integrity Line 1-800-884-0911. Contractor agrees to place signage provided by the City regarding the Integrity Line at the location to which Contractor's employees report to perform the Work required by this Agreement. Contractor acknowledges and agrees that a finding of fraud or other impropriety on the part of the Contractor or any of its subcontractors may result in suspension or debarment; and the City may pursue any other actions or remedies that the City may deem appropriate. Contractor agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.



The parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

The City of Atlanta	[Contractor]
Mayor	
Attest:	
Municipal Clerk (Seal)	
Recommended:	
Chief Procurement Officer:	
Commissioner:	
Department of Watershed Management	
Approved as to form:	
City Attorney	

Signature Block Options for Cont	ractor:
Corporate signature:	
[Insert Corporate Name]	• .
By:	
Name:	
Title:	
Corporate Secretary/Assistant	
Secretary (Seal)	
Limited Liability Company:	
[Insert LLC Name]	
Ву:	
Name:	
Title:	
Notary Public (Seal)	
My Commission Expires:	

EXHIBIT A TO CONSTRUCTION SERVICES AGREEMENT

GENERAL SCOPE OF SERVICES

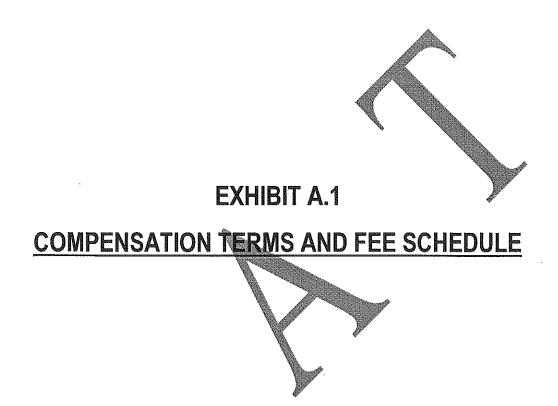


EXHIBIT A.2 WORK ORDER FORM

WORK ORDER NO FOR PROJECT
Contractor will complete the Services described below in accordance with the terms and conditions in the Construction Services Agreement.
PROJECT:
SERVICES UNDER WORK ORDER NO:
Contractor shall perform the Services for the purpose of [insert general description of Services to be performed], as more particularly described in the scope of work and accepted proposal from Contractor attached and incorporated herein as Exhibit 1 to this Work Order No, including the attached schedule of unit prices for performing the required Services.
NOTICE TO PROCEED:
[check one of the following provisions]
Contractor shall commence Work within days of the date of this Work Order.
Contractor shall commence Work within days of receipt of a Notice To Proceed Work issued by the City.
TIME FOR COMPLETION: [identify with specificity all dates for Services from Contractor]
a. Substantial Completion:
b. Final Completion:
c. Milestones:
PAYMENT METHOD:
Option 1: (Section 4.1.1); or
Option 2: (Section 4.1.2)
WORK ORDER MAXIMUM PAYMENT AMOUNT:
[insert total amount of payment for this Work Order based on unit prices in Exhibit A.1]
REQUIRED SUBMITTALS AND DOCUMENTATION:
[INSERT ANY AND ALL DOCUMENTATION REQUIRED FOR SERVICES, INCLUDING ALL SHOP DRAWINGS AS-BUILTS REQUIRED FOR FINAL ACCEPTANCE]
LIST OF APPROVED MATERIALS AND EQUIPMENT: (IF REQUIRED FOR A WORK ORDER, LIST ALI APPROVED MANUFACTURERS AND EQUIPMENT PROVIDERS APPROVED IN CONTRACTOR'S PROPOSAL)

FINAL ACCEPTANCE OF WORK REQUIREMENTS:

[INSERT SPECIAL TERMS FOR FINAL ACCEPTANCE OF WORK, INCLUDING ANY SIGN OFFS, DELIVERABLES]

CONFIRMATION THAT SERVICES AS LISTED ARE REQUESTED BY THE CITY

By:					
Name:	. •		•		
Title:					
Dated this	day of	, 20			
CONFIRMATION	OF SERVICE A	ASSIGNMENT	ACCEPTED BY CON	ITRACTOR	
Ву:					
Name:					
Title:					
Dated this	day of	, 20			

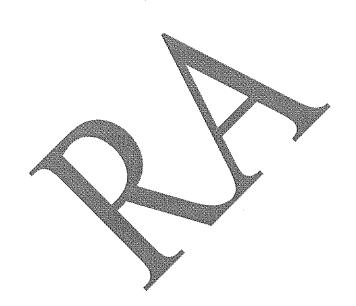
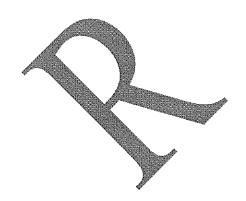


EXHIBIT 1 TO WORK ORDER FORM SCOPE OF WORK/ACCEPTED CONTRACTOR PROPOSAL



SCHEDULE OF UNIT PRICES FOR CONSTRUCTION SERVICES FOR EXHIBIT A TO WORK ORDER FORM

PERSONNEL:	
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[LABOR CATEGORY] \$_____ PER ____

[LABOR CATEGORY] \$_____ PER ____

[list the labor categories and labor rates required to perform the Services per Exhibit A.1]

MATERIALS:

[list the unit prices for materials required to perform the Services per Exhibit A.1]

OTHER REIMBURSABLE EXPENSES:

[list the other reimbursable expenses required to perform the Services per Exhibit A.1]

